Australian Government
National Capital Authority

LICENCE AGREEMENT
T87009

Venue/Area
COMMONWEALTH PARK WEST, ACT 2600

Date
As advised by ACT Government each year of this agreement

Parties

Name
The Commonwealth of Australia, represented by the National Capital Authority, a statutory body established under the Australian Capital Territory (Planning and Land Management) Act 1988

Short form name
Commonwealth

Notice details
Ground Floor, Treasury Building, King Edward Terrace, Parkes ACT 2600
Facsimile: (02) 6273 4427
Attention: Ruth Morschel

Name
Australian Capital Territory, represented by Australian Capital Tourism

Short form name
Occupier

Notice details
5/2 Brindabella Circuit, Brindabella Business Park
Canberra Airport ACT 2609
Facsimile: (02) 6205 0629
Attention: Matthew Elkins

Background

1. The Commonwealth administers the Land through the National Capital Authority (NCA).

2. The Commonwealth agrees to give the Occupier a licence to temporarily occupy and use the Licensed Area for the purpose of the Floriade and Floriade NightFest event on the terms set out in this document.

Floriade & NightFest Licence Agreement
Details

<table>
<thead>
<tr>
<th>Licence number</th>
<th>10/945</th>
</tr>
</thead>
<tbody>
<tr>
<td>Land</td>
<td>Commonwealth Park West, Parkes, ACT 2600</td>
</tr>
<tr>
<td>Licensed Area</td>
<td>Per site plan specified in the Works Approval in any given year, as varied by the parties</td>
</tr>
<tr>
<td>Term</td>
<td>1 March 2011 to 29 February 2016 (including site preparation and flower bed installation, Annual Event Period and remediation period)</td>
</tr>
<tr>
<td>Days and Hours of Use</td>
<td>Floriade – As agreed annually with provision for pre-event preparation &amp; post-event restorations</td>
</tr>
<tr>
<td>Purpose</td>
<td>Floriade &amp; Floriade NightFest events</td>
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<tr>
<td>Licence Fee</td>
<td>Floriade – Nil</td>
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<tr>
<td></td>
<td>Floriade NightFest – As calculated in accordance with clause 3.1 and clauses 2 &amp; 8 of the Additional Terms of this agreement</td>
</tr>
<tr>
<td>Bond</td>
<td>Nil</td>
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</tbody>
</table>
General Terms of the Licence

1. **Meaning**
   1.1 Words that are capitalised in this document have the meaning given to them in the preamble or clause 24.

2. **Licence to use the Site**
   2.1 The Occupier may occupy and use the Licensed Area only for the Purpose during the Days and Hours of Use during the Term.
   2.2 The Occupier acknowledges that:
      (a) its interest in the Licensed Area is a contractual right only to occupy the Licensed Area in accordance with the terms of this document; and
      (b) it has no right to exclusive possession and no other interest in the Land or the Licensed Area and may not lodge a caveat against the title of the Land.
   2.3 The Commonwealth retains possession of, and control over, the Licensed Area and the Land and is entitled to full and free access to them at all times upon giving reasonable notice, including gaining access to any plant and equipment servicing the Land which is in, or access to is through, the Licensed Area.
   2.4 The Commonwealth makes no warranty that the Licensed Area may be used, or is fit, for the Purpose or the Occupier's intended use and the Occupier acknowledges it has made and relied on its own inquiries.

3. **Licence Fee**
   3.1 The Occupier must pay the Licence Fee (as varied under this document) without demand on time in accordance with the details.

4. **GST**
   4.1 The Licence Fee and any other money payable by the Occupier to the Commonwealth under this document does not include an amount on account of GST.
   4.2 If any supply made under this document is subject to GST, the Occupier must pay to the Commonwealth an additional amount to ensure the Commonwealth retains, after payment of that GST, the amount the Commonwealth would have received if GST had not been payable.
   4.3 The Occupier must pay the additional amount on the date for payment of the amount for the supply.
   4.4 The Commonwealth must give the Occupier a tax invoice.

5. **What the Occupier must do**
   5.1 The Occupier must:
      (a) complete and submit to the Commonwealth a separate Works Approval Application, and pay the fee for making the Works Approval Application, for any Works associated with the Purpose;
      (b) manage the erection and dismantling of all Purpose-related WWorks, including access to the Licensed Area by suppliers and contractors;
operate the event/s during the Days and Hours of Use and be responsible for all costs associated with the Purpose;

ensure that all Purpose-related works are erected as detailed in the Works Approval;

arrange with the Commonwealth an on-site pre-event meeting prior to the erection or placement of Purpose-related Works;

pay the Floriade NightFest Licence Fee, and all other money payable under this document, to the Commonwealth on time;

make available this document whenever it uses the Licensed Area for the Purpose and show this document to an officer of the Commonwealth whenever requested to do so;

comply with the terms of this document and any conditions or restrictions on the use of the Licensed Area notified by the Commonwealth;

comply with all reasonable directions from an officer of the Commonwealth concerning the use of the Licensed Area;

comply with all laws that govern the Occupier's use and occupation of the Licensed Area, including but not limited to laws regarding safety and public health;

keep the Licensed Area and the land in the Vicinity of the Licensed Area clean and free from rubbish, where that rubbish is the direct result of the Purpose;

ensure that all Purpose- or Works-related petrol oils, lubricants and cooking related wastes are disposed of in accordance with the Environmental Protection Act 1997 and Environmental Protection Regulations 1997;

maintain and repair the Licensed Area to the same state of repair and condition as at the start of the Annual Site Occupation and when the Annual Site Occupation ends return the Licensed Area to the state the Licensed Area was in at the start of the Term;

immediately repair any damage caused to the Licensed Area and any public property caused by the Occupier;

immediately notify the Commonwealth of any damage to, or defect in, the Licensed Area or any services as soon as the Occupier becomes aware of them;

ensure that each of the Occupier's officers, employees, agents, contractors, invitees and customers, does not commit any breach of the terms of this document;

pay on time for any services used by the Occupier at the Licensed Area;

use the Licensed Area only for the Purpose;

ensure that all vehicles not directly involved in the Purpose are removed from the Licensed Area; and

prepare and adhere to a risk management plan as agreed annually by the Commonwealth.

6. **What the Occupier must not do**

6.1 The Occupier must not:

(a) breach any of the terms of this document or any law;

(b) erect any structures other than those stipulated in the Works Approval plan without the Commonwealth's prior written consent;

(c) make any changes or alterations (including making any application) to the Licensed Area or any structures on it without the Commonwealth's prior written consent;

(d) do anything, or allow anybody associated with the Occupier to do anything, that is illegal, dangerous or likely to cause nuisance or interference to members of the public or the Commonwealth; or

(e) do anything or allow anybody associated with the Occupier to do anything that is likely to cause the Commonwealth to be in breach of any of its statutory obligations.
7. **What the Commonwealth may do**

7.1 The Commonwealth:

(a) may permit the Occupier to use parts of the Land adjacent to the Licensed Area in common with other occupiers of the Land, but:
   - i. only for the purpose of gaining access to the Licensed Area;
   - ii. on such terms and conditions as the Commonwealth imposes; and
   - iii. the Occupier must not use the other part of the Land for the Purpose;

(b) reserves the right at any time to install, maintain, use, repair, alter and replace any pipes, ducts, conduits or wires to convey any matter or services, in, on, through or over, the Licensed Area after consultation with the Occupier where any works may impact the Purpose;

(c) may at any time after giving reasonable notice (except in case of emergency when no notice is required) enter the Licensed Area and require the Occupier to vacate a part of the Licensed Area so the Commonwealth may:
   - i. perform maintenance on; or
   - ii. remove,
   any tree in or in the Vicinity of the Licensed Area.

(d) may at any time after giving reasonable notice (except in case of emergency when no notice is required) enter the Licensed Area to inspect its state of repair and condition and give the Occupier notice to carry out repairs in accordance with this document; and

(e) may (but it is not obliged to) do anything which the Occupier has failed to do under this document, or remedy any default by the Occupier under this document, and recover all reasonable costs incurred in doing so from the Occupier as if it was part of the Licence Fee payable on demand.

8. **Role of the National Capital Authority**

8.1 The National Capital Authority and its officers can exercise any of the Commonwealth's rights and powers under this document as if the Authority is the Commonwealth.

9. **Insurance**

9.1 Throughout the Term the Occupier must maintain a public liability insurance policy for at least $20 million with an insurer approved by the Commonwealth.

9.2 The Occupier must give the Commonwealth proof that the insurance policy is valid whenever requested to do so and must provide the Commonwealth with a copy of the policy and a certificate of currency on or before the first day of the Term.

10. **Warranty and indemnity**

10.1 The Occupier warrants that it has or will have all licences, permits, authorisations, consents and approvals necessary to use the Licensed Area for the Purpose.

10.2 The Occupier indemnifies the Commonwealth from and against all actions, claims, demands, losses, damages, costs and expenses for which the Commonwealth becomes liable in respect of:
(a) personal injury to or death of any person whatsoever,
(b) loss of or damage to any property, and
(c) a breach of any intellectual property rights owned by a third party,

which arise out of or in connection with the use of the Licensed Area by the Occupier and which are the direct result of the Occupier’s Purpose.

11. Default and Termination

11.1 The Occupier commits an event of default under this document if the Occupier:
(a) fails to pay the Licence Fee on time, or any other money due to the Commonwealth within 7 days of the due date for payment (whether demanded or not);
(b) repudiates its obligations under this document; or
(c) does not comply with an obligation under this document and, in the Commonwealth's reasonable opinion:
   (i) the non-compliance can be remedied but the Occupier does not remedy it within a reasonable time after the Commonwealth gives the Occupier notice to remedy it;
   (ii) the non-compliance cannot be remedied or compensated for; or
   (iii) the non-compliance cannot be remedied but the Commonwealth can be compensated and the Occupier does not pay the Commonwealth compensation for the breach within a reasonable time after the Commonwealth gives the Occupier notice to pay it.

12. Termination

12.1 The Commonwealth may terminate this document:
(a) if the Occupier commits an event of default and may remove the Occupier and all of its property and each of its officers, employees, agents, contractors, invitees and customers from the Licensed Area;
(b) if the Land or any part of it is resumed or is to be used for any public purpose;
(c) if the Licensed Area is damaged or destroyed or is inaccessible through no fault of the Commonwealth, so that the Occupier cannot use the Licensed Area for the Purpose; or
(d) by notice at any time and in its absolute discretion,

12.2 Termination of this document does not affect any accrued rights or remedies of the Commonwealth.

12.3 The Occupier reserves the right to terminate this document by notice in writing.
13. **Damages**

13.1 The Occupier must compensate the Commonwealth for any loss or damage incurred or payable by the Commonwealth because of a breach of this document by the Occupier. The Commonwealth's entitlement to damages:

(a) is in addition to any other remedy, including termination of this document;
(b) includes recovery of damages against the Occupier for the loss suffered by the Commonwealth at any time, including the periods before and after termination of this document; and
(c) is not affected or limited if:
   (i) if the Occupier abandons or vacates the Licensed Area;
   (ii) the Commonwealth elects to re-enter the Licensed Area or to terminate the document;
   (iii) the Commonwealth accepts the Occupier's repudiation; or the parties' conduct constitutes a surrender by operation of law.

14. **Removal of the Occupier's property**

(a) On or before the end of the Term, the Occupier must remove from the Licensed Area all of its property and make good any damage caused to the Land or the Licensed Area by that removal.
(b) If the Occupier does not remove its property, it will be deemed to have abandoned its property and (at the Commonwealth's option) the title to that property passes to the Commonwealth. The Commonwealth may dispose of the property in any way it sees fit (including sale) and use the proceeds to pay for the cost of removing and selling the property and towards any amount owed to the Commonwealth by the Occupier.
(c) Despite termination of this document, the Occupier must continue to pay the Licence Fee until it has complied with clauses 14 (a) & (b).

15. **Costs and duty**

15.1 Each party must pay its own costs of preparing, negotiating, completing and executing this document.

15.2 The Occupier must pay the Commonwealth's reasonable costs and expenses incidental to considering any request for consent or approval and in enforcing this document.

16. **Drafting responsibility**

16.1 No provision of this document is to be construed against a party because that party (or its advisers) was responsible for drafting it.
17. Notices

17.1 A party notifying or giving notice under this document must do so:

(a) in writing;
(b) signed by that party, or its solicitor, attorney or authorised officer;
(c) addressed to the facsimile number or address of the recipient specified in this document or as altered by notice given in accordance with this clause; or
(d) hand delivered or sent by facsimile to that facsimile number or by prepaid post to that address.

17.2 A notice given in accordance with this clause will be deemed to be received:

(a) if hand delivered, on the date of delivery;
(b) if sent by prepaid post, two business days after the date of posting; and
(c) if sent by facsimile transmission, when the transmission has been completed.

18. Waiver

18.1 A failure or delay to exercise or enforce any right, remedy, power or privilege under this document by the Commonwealth will not operate as a waiver unless and until expressly communicated in writing by the Commonwealth to the Occupier.

19. Assignment and sublicenses

19.1 The rights conferred on the Occupier by this document are personal and may not be assigned or sublicensed without the Commonwealth's prior written consent.

20. Governing law and jurisdiction

20.1 This document is governed by the laws applicable in the Australian Capital Territory and each party submits to the non-exclusive jurisdiction of the courts of the Australian Capital Territory.

21. Variation

21.1 This document may only be varied by the parties expressed in writing and signed by the parties in one or more counterparts.

22. Dispute resolution

22.1 The parties intend to adopt a flexible approach and make reasonable efforts to resolve issues as they arise without recourse to unnecessary escalation.

22.2 If any issue or dispute arises between the parties in relation to this document, both parties will endeavour in good faith to resolve the dispute expeditiously and amicably, using the following procedures:

a) the contact officer of the party identifying the issue or dispute will at first instance raise it with the other party’s contact officer;
b) the contact officers will endeavour to resolve the issue or dispute in a reasonable and prompt manner;

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c) if the issue or dispute cannot be resolved within 5 business days (or such other time as is agreed as reasonable given the circumstances in which it was raised), then it will be escalated to the following officers for resolution:

for the Commonwealth: Executive Director, National Capital Estate, National Capital Authority

for the Australian Capital Territory: Senior Business Manager, Australian Capital Tourism

d) if the persons in paragraph (c) are unable to resolve the issue or dispute within 5 business days of it being referred to them (or such other time as is agreed as reasonable given the circumstances in which it was raised), then it will be escalated to each party's chief executive officer for resolution.

22.3 Nothing in this clause prevents the exercise of rights by a party under clause 12.

23. Consent and approval

23.1 Unless this document provides otherwise, the Commonwealth may withhold its consent or approval, or grant its consent or approval on such conditions as it sees fit, in its absolute discretion.

24. Meaning

In this document:

**Annual Event Period** means the period from lock-down until the start of fence removal.

**Annual Site Occupation** means from the Tuesday after Canberra Day until the annual agreed hand-over date in December.

**Authority** means the National Capital Authority.

**Commencement Date** means the first date of the Term set out in the details.

**Consumer Price Index** means the index for All Groups Canberra published by the Australian Bureau of Statistics.

**Day and Hours of Use** means the days and hours during which the Occupier may use the Licensed Area during the Term set out in the details.

**GST** has the meaning given to it in *A New Tax System (Goods & Services Tax) Act 1999*.

**Land** means the land described in the details.

**Licence Fee** means the occupation fee for the Licensed Area as charged under this document.
**Licensed Area** means the area described in the details and which is contained within the planned or actual fence line as determined each year.

**Occupier** means the person named as occupier in the preamble and where the context permits includes its executors, administrators, successors, permitted assigns, employees, agents, contractors and invitees.

**Purpose** means the purpose for which the Licensed Area may be used set out in the details.

**Term** means the period of the licence granted under this document, starting on the Commencement Date set out in the details and ending at the end of that period, or the earlier termination of this document;

**Works** includes:
- the construction, alteration, extension or demolition of buildings or structures;
- landscaping;
- tree-felling; or
- excavations;

but excludes anything done inside buildings or structures.

**Works Approval** means the approval for Works as required by section 12 of the Australian Capital Territory (Planning and Land Management) Act;

**Works Approval Application** means an 'Application for Development Approval' in the form prescribed by the Authority; and

**Vicinity** means within 5 metres of the Floriade perimeter fence and:
- the singular includes the plural and the other way round;
- headings are for reference only and do not affect the meaning of this document;
- this document includes its schedules and annexures;
- the time for a thing to be done or to occur means that time in Canberra;
- if a party to this document is made up of more than one person then an obligation of those persons is joint and several and a right of those persons is held by each of them severally;
- reference to:
  - amounts of money is a reference to Australian currency;
  - a person includes partnerships, bodies corporate, associations, governments and local authorities and agencies;
  - this or any other document includes a reference to that document as notated, altered or replaced from time to time; and
  - any legislation or statutory instrument or regulation is construed in accordance with the *Acts Interpretation Act 1901* (Cth).
Additional Terms

1. All Works Approvals must be completed, and relevant information provided, by the Occupier in accordance with the requirements of the NCA Development Application Checklist (Schedule 3). The Occupier will organise a meeting with the NCA Planning Unit to present an outline of the proposed works prior to lodgement of a Works Approval Application (refer Schedule 4).

2. Fees & Charges

(a) Works Approval Applications for Works for the conduct of the event will be charged at the rate of $25.00 per application (at times reviewed by the Commonwealth). The processing time for a Works Approval Application is usually 15 working days.

(b) The Floriade NightFest Licence Fee will be charged at the applicable commercial rate in accordance with the NCA 'Exclusive Use Policy' (currently 10 cents per sqm per day plus GST and reviewed annually in accordance with Consumer Price Index movements) calculated by the number of hours of operation of Floriade NightFest on any given day (e.g. 4 hours per day) - see example calculation at clause 8.

(c) The Occupier is responsible for all outgoings resulting from occupation of the area. Electricity meters will be read on the day the event fence is secured in the Licensed Area and again at the date the fence is fully removed. All electricity charges calculated as a result of such readings will be invoiced to the Occupier.

(d) Whilst the Commonwealth retains responsibility for water abstraction from Lake Burley Griffin there will be no water charges incurred by the Occupier. Should any circumstance arise that requires the site irrigation system to be transferred to potable water, such as blue-green algae/bacterial levels or pump failure, the Commonwealth shall charge the Occupier for the use of water. The charge shall be based on the spike in water use as a result of the Purpose. The Occupier shall ensure that water efficiency measures are implemented and that irrigation is only used outside the Hours of Use.

(e) During all periods of the occupation of the Licensed Area, the costs for any additional Works, or special requirements for the Purpose or arising from the impact of the Purpose by the Occupier that are over and above the Commonwealth’s contracted and scheduled maintenance will be the responsibility of the Occupier.

(f) A deposit fee of $25.00 per key shall be required prior to issue. Deposit is refundable but will be forfeited if keys are not returned or keys are damaged on return to the Commonwealth.
3. Key Dates

(a) The Occupier shall annually schedule a presentation to the Commonwealth detailing the operational plan and site layout prior to the lodgement of a Works Approval Application (refer Schedule 4). The presentation shall focus on any changes, year to year, with the event arrangements.

(b) The Occupier must abide by the key dates, as notified on the Floriade & Floriade NightFest Key Dates in the Works Approval and as varied in any given year of this agreement.

(c) Prior to the bump in of the event, the Occupier must provide to the NCA for approval a Restoration Plan including a time line, and details on the scope and nature of restorations.

(d) The Occupier will prepare an access plan for vehicles, machinery and equipment for discussion with and approval by the Commonwealth prior to establishment of garden beds or any other associated works or the Purpose. The plan shall have regard to public safety, and minimising impacts on paths, light poles, bridges, bollards and other infrastructure in the area and apply for all stages of occupation and remediation.

4. Inspections

(a) The Commonwealth and the Occupier shall complete a pre-bed preparation inspection which shall include an irrigation check. At this inspection the Occupier shall provide the design and layout of the beds and the parties shall agree as to whether any beds or structures will remain on the land following the event.

(b) The Commonwealth and the Occupier shall complete a walkthrough of the Licensed Area to identify any maintenance issues on the Licensed Area including landscape, pathways, light fittings, sprinklers and taps as outlined in Schedule 4.

(c) Notes and photographic evidence of each inspection shall be recorded and the notes shall include all action items and nominate the party responsible for undertaking the action/s.

5. Maintenance

(a) The Commonwealth shall undertake normal scheduled maintenance in accordance with schedule 1 and 2 and within the agreed service standards under these arrangements. Any additional maintenance required or requested by the Occupier resulting from preparations, operation or post-event activities will be at the Occupier’s cost. This includes, but is not limited to, mowing, weeding, trimming, cleaning, litter pickups and replacement of light globes outside scheduled replacement periods. All Works are to be undertaken to the usual standard of and with the approval of the Commonwealth. Wherever possible, Works shall be undertaken by Commonwealth contractors responsible for open space and building and infrastructure works.

(b) Any damage to irrigation or other assets (including light poles, drains, electrical boxes, pathways and the like) within the Licensed Area that is a direct result of the activities of the Occupier must be documented and reported immediately to the
Commonwealth. The Occupier shall be responsible for all sprinkler heads on the Licensed Area from bump in to remediation. For other assets, unless otherwise agreed, the Commonwealth will arrange repairs, and the cost will be passed on to the Occupier.

(c) The Occupier shall ensure that the temporary fence line installed for the Purpose is maintained, ensuring it is secured at all times and any overgrown grass is maintained to a neat and tidy level (e.g. via whipper snipping).

(d) The Occupier must employ sound irrigation methods within the garden beds to minimise the flow of excess water through grassed areas and onto pathways.

(e) For health, safety and amenity, gravel or debris that encroaches onto any pathways within the Licensed Area must be cleared promptly.

(f) Where contractors other than those used by the Commonwealth are used by the Occupier, prior approval must be given by the Commonwealth and documentation provided detailing the maintenance or repairs undertaken. The Occupier must undertake maintenance or repairs to the standards specified and required by the Commonwealth. The Commonwealth reserves the right to inspect the work and request any further Works to be undertaken to meet the standards.

(g) The Occupier must ensure that Stage 88 is kept clean and tidy at all times within the Annual Event Period.

(h) All Works are to be consistent with the Lake Burley Griffin and Adjacent Land Heritage Management Plans.

6. Structures/Garden Beds

(a) All structures and garden beds within the Licensed Area must be approved by the Commonwealth prior to installation. No additional structures or variations to the landscape, in addition to original approved plans, are to be installed on the Licensed Area without prior approval from the Commonwealth. Variations to the original Works Approvals must be lodged with the Commonwealth as an amendment to the original Works Approvals.

(b) The Occupier shall ensure that access from the Regatta Point toilet block down to Citizenship Place is maintained for access by the general public. This may be achieved by keeping the Purpose to the north or west of this area or by fencing along the pathway.

(c) Any structure installed for the Purpose must be cleared during the bump-out period of the Floriade event unless prior, written approval from the Commonwealth is obtained for specified structures to remain.

(d) Any structures remaining on, or immediately bordering, the Licensed Area at the time of hand back and that have not been approved to remain, may be removed by the Commonwealth after notification at its absolute discretion. Any associated costs of removal of structures will be the responsibility of the Occupier.

Floriade & NightFest Licence Agreement
7. Safety/Security/Keys

(a) The Occupier will ensure constant and appropriate level of safety & security of the Licensed Area, including the temporary fence line, is implemented and maintained for the entire duration of the Annual Event Period.

(b) The Occupier will ensure that all suppliers, contractors and workforce to the Licensed Area must be screened and appropriately inducted on the conditions of access to the Licensed Area.

(c) The Occupier must:
   - limit vehicle access on grass areas to the minimum necessary;
   - adhere to all road rules, including speed limits;
   - vary the access routes across grass areas;
   - avoid driving on paths (including cycle paths) unless absolutely necessary and only then with all reasonable precautionary measures and hazard warnings in place; and
   - notify the Commonwealth of any continued unauthorised vehicular access.

(d) The Occupier must not provide boom gate codes to any suppliers, contractors and workforce without prior agreement from the Commonwealth.

(e) The Occupier will ensure that all gates and bollards are to be opened, closed and secured on each occasion of entry/exit and must not be left opened during each entry/exit, except for the Annual Event Period where the Licensed Area will be secured by temporary fencing and twenty-four hour security.

(f) The Commonwealth shall provide a list of all allocated keys prior to commencement of the Annual Event Period to the Occupier.

(g) The Occupier will maintain a complete and up to date register of all keys issued by the Commonwealth. Keys must remain on allocated and labelled key rings and must not be removed or interconnected unless properly managed.

(h) The Occupier must not provide Stage 88 keys to third parties.

8. NightFest

Example of calculation of commercial rate for 'Exclusive Use'

If land area = 128,000 sqm and Floriade NightFest is 4 hours per night for 5 nights.

128,000 x 10 cents per sqm = $12,800 per day

divided by 24 hours = $533.33 per hour
multiplied by 4 hours = $2,133.33 per night
multiplied by 5 nights = $10,666.67
plus 10% GST = $11,733 - Total Fee

This is an indicative example only. The commercial licence fee is adjusted annually in line with movements in the Consumer Price Index.

9. Temporary traders

The Commonwealth agrees to allow temporary traders within the fenced site during the events of Floriade and Floriade NightFest. The Commonwealth will waive the usual requirement for temporary traders to apply for permits and, as such, agrees to forgo temporary traders permit fees for the Purpose.

10. Post-event restorations

(a) The Occupier must, prior to the removal of fence lines, provide to the Commonwealth a restoration plan to return the Licensed Area to its condition at the Commencement Date, for the consideration and approval of the Commonwealth.

(b) The Restoration Plan must include the following:

(1) time line and staging of remediation works;
(2) names of contractors undertaking each task associated with the remediation;
(3) materials to be used, including turf grades; and
(4) maintenance program during the consolidation period.

(c) No Commonwealth structures or Works, such as artificial ramps or guttering, are to be removed or restored, unless prior approval is obtained from the Commonwealth.

11. Trees

The Commonwealth shall have the responsibility for the safety of the trees in the Licensed Area, and the cost of maintenance and care of the trees in the Licensed Area, except where any damage or unsafe condition of any tree is as a result of the Purpose or activities of the Occupier.

The Occupier must immediately notify the Commonwealth of any tree which in the Occupier's reasonable opinion is unsafe or requires maintenance.

12. Storm water Drains

(a) The Occupier will take appropriate preventative measures to reduce silt from entering the storm water drains and into Commonwealth park ponds.
13. Services, Assets and Infrastructure

The Commonwealth shall provide to the Occupier relevant maps, plans and diagrams of all services, assets and infrastructure of theLicensed Area at the presentation referred to in Additional Term 3.

14. Children’s entertainment

The Commonwealth agrees, during the purpose, to the use of animals for the purpose of children’s entertainment. The Occupier will be responsible for:

a) the daily safe removal of the animals after Floriade closes;

b) the secure containment of the animals within the designated space;

c) the appropriate disposal of related waste; and

d) the provision of appropriate health and safety precautions.
Signing page

EXECUTED as a document
EXECUTED by the parties on the day and year first above written.

SIGN BY THE PARTIES

SIGNED for and on behalf of the Commonwealth of Australia by
Alison Walker-Kaye; Executive Director, Estate

National Capital Authority, in the presence of:

(Signature of Witness)

(Name of Witness in Full)

SIGNED for and on behalf of Australian Capital Territory by

in the presence of:

(Signature of Witness)

(Name of Witness in Full)

Floriade & NightFest Licence Agreement
SCHEDULES

Schedule 1  The Commonwealth (NCA) Scheduled Maintenance Program for Commonwealth Park – Buildings and Infrastructure

Schedule 2  The Commonwealth (NCA) Scheduled Maintenance Program for Commonwealth Park – Open Space and Horticulture

Schedule 3  NCA Development Application Checklist

Schedule 4  Schedule for Submission of Works Approvals & Site Inspections
### Schedule 1  NCA Planned Maintenance Schedule Commonwealth Park – Building & Infrastructure

<table>
<thead>
<tr>
<th>Code</th>
<th>Service Guide</th>
<th>Equipment</th>
<th>Location Description/Action required</th>
</tr>
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</table>
| NRP    | Electrical -04 - Monthly | General Lighting | Nerang Pool  Check switches, circuitry and controls  
|        | Electrical -04 - Yearly |                        |                                       | Remove and clean light covers as necessary  
|        |                        |                        |                                       | Replace any blown lamps  
|        |                        |                        |                                       | Clean spider webs and insects from inside and outside of external building lights  
|        |                        |                        |                                       | Replace all external lamps/fluorescent tubes  |
| T04    | Electrical -04 - Monthly | Toilet block T04 and Multipurpose Structure | Commonwealth Park depot  Check switches, circuitry and controls  
|        | Electrical -04 - Yearly |                        |                                       | Remove and clean light covers as necessary  
|        |                        |                        |                                       | Replace any blown lamps  
|        |                        |                        |                                       | Clean spider webs and insects from inside and outside of external building lights  
|        |                        |                        |                                       | Replace all external lamps/fluorescent tubes  |
| T05    | Electrical -04 - Monthly | Toilet block T05 | Commonwealth Park (near Parkes Way)  Check switches, circuitry and controls  
|        | Electrical -04 - Yearly |                        |                                       | Remove and clean light covers as necessary  
|        |                        |                        |                                       | Replace any blown lamps  
|        |                        |                        |                                       | Clean spider webs and insects from inside and outside of external building lights  
|        |                        |                        |                                       | Replace all external lamps/fluorescent tubes  |
| T04    | Electrical -07 - Monthly | Toilet block T04 and Multipurpose Structure | Commonwealth Park depot  Replace any faulty general electrical items  
|        | Electrical -07 - Yearly |                        |                                       | Check the condition of electrical conduits, switches, wiring, fuses, connections, time clocks and replace if faulty  
|        |                        |                        |                                       | Check and undertake monthly routine  
|        |                        |                        |                                       | Vacuum clean interior of electrical cabinets  
|        |                        |                        |                                       | Check and rectify exposed cable insulation  
|        |                        |                        |                                       | Examine external switches for seal damage  |
| T05    | Electrical -07 - Monthly | Toilet block T05 | Commonwealth Park (near Parkes Way)  Replace any faulty general electrical items  
|        | Electrical -07 - Yearly |                        |                                       | Check the condition of electrical conduits, switches, wiring, fuses, connections, time clocks and replace if faulty  
|        |                        |                        |                                       | Check and undertake monthly routine  
|        |                        |                        |                                       | Vacuum clean all electrical cabinets  
|        |                        |                        |                                       | Check and rectify exposed cable insulation  
|        |                        |                        |                                       | Examine external switches for seal damage  |

Floriade & Nightfest Licence Agreement
<table>
<thead>
<tr>
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<th>Service Guide</th>
<th>Equipment</th>
<th>Location</th>
<th>Description/Action required</th>
</tr>
</thead>
</table>
| SIR  | Building, Structures & Hydraulics - 01 | Former SI Residence | Commonwealth Park | Check access and replace any damage to buildings, paths, steps, stairs, walls and signs  
Visual check of structure soundness, weathering and appearance to building/facility  
Check operation of, replace washers on leaking taps  
Check and undertake monthly routines  
Replace any broken or missing doors, windows, tiles and jointing, skylights  
Check condition and clean glass windows, skylights, doors, walls, floors and roller doors  
Clean all leaves and debris from roofs, gutters and down pipes |
| PS1  | Building, Structures & Hydraulics - 01 | Picnic Shelter | Commonwealth Park | Check access and replace any damage to buildings, paths, steps, stairs, walls and signs  
Visual check of structure soundness, weathering and appearance to building/facility  
Check operation of, replace washers on leaking taps  
Check and undertake monthly routines  
Replace any broken or missing doors, windows, tiles and jointing, skylights  
Check condition and clean glass windows, skylights, doors, walls, floors and roller doors  
Clean all leaves and debris from roofs, gutters and down pipes |
| T04  | Building, Structures & Hydraulics - 01 | Toilet block T04 and Multipurpose Structure | Commonwealth Park depot | Check access and replace any damage to buildings, paths, steps, stairs, walls and signs  
Visual check of structure soundness, weathering and appearance to building/facility  
Check flushing operation of toilets and urinals, check, hand basins, replace washers on leaking taps  
Check and undertake monthly routines  
Replace any broken or missing doors, windows, tiles and skylights  
Check condition and clean glass windows, skylights, doors, walls, floors and roller doors  
Clean all leaves and debris from roofs, gutters and down pipes |
| T05  | Building, Structures & Hydraulics - 01 | Toilet block T05 | Commonwealth Park (near Parkes Way) | Check access and replace any damage to buildings, paths, steps, stairs, walls and signs  
Visual check of structure soundness, weathering and appearance to building facility |

Floriade & Nightfest Licence Agreement
<table>
<thead>
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<th>Location</th>
<th>Description/Action required</th>
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<tr>
<td></td>
<td>Building, Structures &amp; Hydraulics - 01 - 6 Monthly</td>
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<td>Check flushing operation of toilets and urinals, check, hand basins, replace washers on leaking taps</td>
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<td>Check and undertake monthly routines</td>
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<td></td>
<td></td>
<td></td>
<td>Replace any broken or missing doors, windows, tiles and skylights</td>
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<td>Check condition and clean glass windows, skylights, doors, walls, floors and roller doors</td>
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<td></td>
<td></td>
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<td>Clean all leaves and debris from roofs, gutters and down pipes</td>
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<td>Building, Structures &amp; Hydraulics - 01 - 6 Monthly</td>
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<td></td>
<td>Cleaning 01 – Daily</td>
<td>Toilet block T04 and Multipurpose Structure</td>
<td>Commonwealth Park depot</td>
<td>Check system operation for leaking taps and toilets</td>
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<td>Empty and replace litter bins and bin liners</td>
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<td></td>
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<td></td>
<td>Replace toilet paper, toilet roll holders, jumbo holders, hand towels and soap dispensers</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Cleaning / disinfect toilets, cubicles, basins and internal surrounds</td>
</tr>
<tr>
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<td></td>
<td>Check and undertake weekly routine and report any faults or damages</td>
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<td>At a minimum once a month remove and replace sharps bins and sanitary bins</td>
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<td>Cleaning 01 – Monthly</td>
<td>Toilet block T05</td>
<td>Commonwealth Park (near Parkes Way)</td>
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<td>Check system operation for leaking taps and toilets</td>
</tr>
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<td></td>
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<td>Empty and replace litter bins and bin liners</td>
</tr>
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<td></td>
<td></td>
<td>Replace toilet paper, toilet roll holders, jumbo holders, hand towels and soap dispensers</td>
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<td>Cleaning / disinfect toilets, cubicles, basins and internal surrounds</td>
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<td>Check and undertake weekly routine and report any faults or damages</td>
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<td>At a minimum once a month remove and replace sharps bins and sanitary bins</td>
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<td>Cleaning 01 – Monthly</td>
<td>Drinking Fountain</td>
<td>Commonwealth Park area</td>
<td>Cleaning plates, benches, handle, walls</td>
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<td></td>
<td>Empty litter bins</td>
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<tr>
<td></td>
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<td></td>
<td>Check system operation/conditions and report any faults or damages</td>
</tr>
<tr>
<td></td>
<td>Cleaning 03 – 3 times week</td>
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<td>Cleaning 03 – Weekly</td>
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### Schedule 2  NCA Planned Maintenance Schedule Commonwealth Park – Open Space and Horticulture

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<thead>
<tr>
<th>Site</th>
<th>Activity</th>
<th>Task</th>
<th>Frequency Per Annum (week)</th>
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<tbody>
<tr>
<td>Commonwealth Park</td>
<td>Irrigated &amp; Dryland Grass</td>
<td>Irrigated Grass Mowing</td>
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<td>Dryland Grass Mowing</td>
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<td>Edging</td>
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<td>Aeration</td>
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<td>Irrigated &amp; Dryland Grass</td>
<td>Topdressing</td>
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<td>Commonwealth Park</td>
<td>Irrigated &amp; Dryland Grass</td>
<td>Weed Control</td>
<td>2</td>
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<td>Commonwealth Park</td>
<td>Irrigated &amp; Dryland Grass</td>
<td>Soil Test &amp; Fertilising</td>
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<tr>
<td>Commonwealth Park</td>
<td>Irrigated &amp; Dryland Grass</td>
<td>Monitor &amp; Control Scarab Grubs</td>
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<td>Commonwealth Park SN /H &amp; Garden Beds</td>
<td>S/V/H &amp; Garden Beds</td>
<td>Weeding Garden Beds &amp; Non Grassed Areas</td>
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<td>Commonwealth Park SN /H &amp; Garden Beds</td>
<td>S/V/H &amp; Garden Beds</td>
<td>Planting &amp; Staking</td>
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<td>Commonwealth Park SN /H &amp; Garden Beds</td>
<td>S/V/H &amp; Garden Beds</td>
<td>Mulching</td>
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<td>Hedge Maintenance</td>
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<td>Commonwealth Park SN /H &amp; Garden Beds</td>
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<td>S/V/H &amp; Garden Beds</td>
<td>Wisteria Pruning</td>
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<td>Commonwealth Park Tree Maintenance</td>
<td>Tree Maintenance</td>
<td>Programmed Tree Maintenance, Line of Site, Asset Obstructions</td>
<td>52</td>
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<td>Commonwealth Park Tree Maintenance</td>
<td>Tree Maintenance</td>
<td>Reactive Tree Maintenance, Fallen Trees or Branches</td>
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<td>Commonwealth Park Tree Maintenance</td>
<td>Tree Maintenance</td>
<td>Formative Pruning &amp; Shaping</td>
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<td>Commonwealth Park Tree Maintenance</td>
<td>Tree Maintenance</td>
<td>Tree Sucker and Self Seeded Tree Control</td>
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<td>Commonwealth Park Tree Maintenance</td>
<td>Tree Maintenance</td>
<td>Tree Management Plan</td>
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<td>Commonwealth Park Water Features</td>
<td>Water Features</td>
<td>Cleaning Lily Pond (once only every 3 years) Liaise with NCA on timing</td>
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<td>Commonwealth Park Water Features</td>
<td>Water Features</td>
<td>Cleaning Mirror Pond (Kangaroo Pond)</td>
<td>4</td>
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<td>Commonwealth Park Water Features</td>
<td>Water Features</td>
<td>Cleaning Wading/Sailing Pond</td>
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<td>Commonwealth Park Water Features</td>
<td>Water Features</td>
<td>Cleaning Marsh Garden Canal System</td>
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<td>Commonwealth Park Water Features</td>
<td>Water Features</td>
<td>Cleaning Native Garden Waterfall</td>
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<tr>
<td>Commonwealth Park Water Features</td>
<td>Water Features</td>
<td>Cleaning Coranderrk Street GPT (once only every 2 years)</td>
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<td>Commonwealth Park Water Features</td>
<td>Water Features</td>
<td>Cleaning Coranderrk Street Stormwater Canal</td>
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Floriade & Nightfest Licence Agreement
<table>
<thead>
<tr>
<th>Site</th>
<th>Activity</th>
<th>Task</th>
<th>Frequency Per Annum (week)</th>
</tr>
</thead>
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<tr>
<td>Commonwealth Park</td>
<td>Water Features</td>
<td>Cleaning Stormwater Canal B/W Emergency Services Memorial &amp; Wendouree Drive</td>
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<tr>
<td>Commonwealth Park</td>
<td>Water Features</td>
<td>Cleaning Drainage Canal in Middle of Kings Park</td>
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<tr>
<td>Commonwealth Park</td>
<td>Disease, Weed &amp; Pest Control</td>
<td>Irrigated Disease Weeds and Pest Management Plan</td>
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<tr>
<td>Commonwealth Park</td>
<td>Disease, Weed &amp; Pest Control</td>
<td>Monitor Pests &amp; Diseases in Turf, Gardens, Hedges &amp; Trees to 5m.</td>
<td>52</td>
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<tr>
<td></td>
<td></td>
<td>Ongoing throughout year</td>
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<td>Commonwealth Park</td>
<td>Disease, Weed &amp; Pest Control</td>
<td>General Weed Control, timed to same frequency as Irrigated &amp; Dryland Grass Mowing frequency</td>
<td>22</td>
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<td>Commonwealth Park</td>
<td>Disease, Weed &amp; Pest Control</td>
<td>Weed Control along Adjacent Roads</td>
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<td>Commonwealth Park</td>
<td>Disease, Weed &amp; Pest Control</td>
<td>Weed Control in Shrub &amp; Garden Beds</td>
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<td>Commonwealth Park</td>
<td>Disease, Weed &amp; Pest Control</td>
<td>Tree Sucker Plant Control in Irrigated Grass, timed to same frequency as Irrigated Grass Mowing frequency</td>
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<td>Commonwealth Park</td>
<td>Irrigation &amp; Watering</td>
<td>Annual Full Irrigation Testing</td>
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<td>Commonwealth Park</td>
<td>Irrigation &amp; Watering</td>
<td>Annual Back Flow Prevention Testing</td>
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<td>Irrigation &amp; Watering</td>
<td>Programmed Irrigation Monitoring and Repair</td>
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<td>Commonwealth Park</td>
<td>Pumps &amp; Wells</td>
<td>Maintenance of Pump Mirror Pond (Kangaroo Pond)</td>
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<tr>
<td>Commonwealth Park</td>
<td>Pumps &amp; Wells</td>
<td>Maintenance of Pump Marsh Gardens</td>
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<td>Commonwealth Park</td>
<td>Pumps &amp; Wells</td>
<td>Maintenance of Pump Native Garden Waterfalls</td>
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<td>Commonwealth Park</td>
<td>Pumps &amp; Wells</td>
<td>Maintenance of Pump Wading/Sailing Pond</td>
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<td>Commonwealth Park</td>
<td>Pumps &amp; Wells</td>
<td>Maintenance of Pump Commonwealth Place</td>
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<td>Commonwealth Park</td>
<td>Pumps &amp; Wells</td>
<td>Maintenance of Pump Gallipoli Reach, Lily Pond, Coranderrk Street GPT</td>
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<td>Commonwealth Park</td>
<td>Pumps &amp; Wells</td>
<td>Maintenance of Pump Gallipoli Reach - Irrigation (Jacking)</td>
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<td>Commonwealth Park</td>
<td>Pumps &amp; Wells</td>
<td>Cleaning of Pump Mirror Pond (Kangaroo Pond)</td>
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<tr>
<td>Commonwealth Park</td>
<td>Pumps &amp; Wells</td>
<td>Cleaning of Pump Marsh Gardens</td>
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<td>Commonwealth Park</td>
<td>Pumps &amp; Wells</td>
<td>Cleaning of Pump Native Garden Waterfalls</td>
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<td>Cleaning of Pump Wading/Sailing Pond</td>
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<th>Task</th>
<th>Frequency Per Annum (week)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commonwealth Park</td>
<td>Pumps &amp; Wells</td>
<td>Cleaning of Pump Commonwealth Place</td>
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<td>Commonwealth Park</td>
<td>Pumps &amp; Wells</td>
<td>Cleaning of Pump Commonwealth Park</td>
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<td>Commonwealth Park</td>
<td>Pumps &amp; Wells</td>
<td>Cleaning of Pump Gallipoli Reach, Lily Pond, Coranderrk Street GPT</td>
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<td>Commonwealth Park</td>
<td>Pumps &amp; Wells</td>
<td>Cleaning of Pump Gallipoli Reach – Irrigation (Jacking)</td>
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<td>Gravel Paths, Hardstands &amp; Inorganic Mulch</td>
<td>Maintain Gravel Paths, Hardstands &amp; Inorganic Mulch</td>
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<tr>
<td>Commonwealth Park</td>
<td>Gravel Paths, Hardstands &amp; Inorganic Mulch</td>
<td>Annual Top Up of Gravel Paths, Hardstands &amp; Inorganic Mulch</td>
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<td>Commonwealth Park</td>
<td>Park Furniture, Playgrounds &amp; Play equipment</td>
<td>Inspect &amp; clean all Park Furniture including Bollards etc.</td>
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<tr>
<td>Commonwealth Park</td>
<td>Park Furniture, Playgrounds &amp; Play equipment</td>
<td>Playground Routine Inspection, including Cleaning, Repairs &amp; Maintenance</td>
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<tr>
<td>Commonwealth Park</td>
<td>Cleaning, Litter &amp; Rubbish Removal</td>
<td>Inspect, Clean &amp; Recoat Surfaces after Graffiti incidents</td>
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<td>Commonwealth Park</td>
<td>Cleaning, Litter &amp; Rubbish Removal</td>
<td>Empty 2401 Wheelie Bins (Daily)</td>
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<td>Commonwealth Park</td>
<td>Cleaning, Litter &amp; Rubbish Removal</td>
<td>Clean 2401 Wheelie Bins</td>
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<td>Commonwealth Park</td>
<td>Cleaning, Litter &amp; Rubbish Removal</td>
<td>Litter Picking (Daily)</td>
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<td>Commonwealth Park</td>
<td>Cleaning, Litter &amp; Rubbish Removal</td>
<td>Clean Hardstand &amp; Paved Areas – Pressure Cleaner</td>
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<td>Commonwealth Park</td>
<td>Cleaning, Litter &amp; Rubbish Removal</td>
<td>Clean Leaf Fall from Deciduous Trees</td>
<td>9</td>
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</tbody>
</table>

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Schedule 3

NCA - Development Application

Information Checklist

Development application information checklist

The following information is required for major development applications

Please discuss with the development Assessment team the information required for your proposed works.

Two sets of all plans/drawings are required to be provided.

.... A Locality Plan which identifies the site and its context.

.... A Site Analysis Plan

.... Design Concept Drawings/Statements explaining the concept behind the design and siting of buildings and landscaping as proposed.

.... A Detailed Site Plan (1:200 or 1:500) which identifies site boundaries and the key characteristics of the site including:
.... site contours;
.... underground services (water, sewer, gas & electricity);
.... surface drainage pattern;
.... existing vegetation (particularly the established trees) - their size, species, condition and exact location;
.... vehicular and pedestrian access;
.... existing development and other features which may contribute to a full understanding of the site and its context.

.... Schedule of Proposed Works which give details of the works proposed including extent of earthworks, off-site work requirements and works associated with service connections. It should also describe the quantitative characteristics of the proposed development such as:
.... gross floor area;
.... site coverage;
.... building height;
.... building setbacks from property line;
.... external materials and colours (a sample board may be required);
.... on-site and off-site carparking provisions.

.... Architectural Drawings (1:100 or 1:200) sufficient to fully explain the scheme and should include:
.... floor plans;
.... elevations;

Development application information checklist

.... sections (indicating finished floor levels and roof heights);
.... perspective drawings;
.... coloured elevation showing external finishes;
.... external lighting plan;
.... external signage plan.

.... Landscape Plans (1:200 or 1:500) which include:
.... existing trees proposed to be retained and the ones to be removed or pruned with a tree survey report/arborist report;
.... proposed planting design;
.... location, size and species details of proposed planting;
.... final site levels (including verge levels) and drainage;

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... location and finishes of pedestrian & vehicular access paths and carpark areas;
... location and details of signage and external lighting.

... Civil & Excavation Plans – civil drawings showing changes to site services including the method of undertaking works, extent of excavation including RL levels.

... A Planning Report addressing the relevant design and planning matters in accordance with the provisions of the National Capital Plan. Advice in relation to how obligations have been met under other legislation including the Environment Protection and Biodiversity Conservation Act 1999 and the Copyright Amendment (Moral Rights) Act 2000.

... A Design Model is required for any major development and/or proposed in a prominent location.

... A Public Consultation Report (in accordance with the NCA’s Consultation Protocol) outlining the consultation process carried out by the proponent and how the matters raised during consultation have been addressed in accordance with the requirements of the National Capital Plan.

... Traffic Assessment Report which considers the potential impact on the area, vehicle access and egress, parking arrangements, road capacity.

... A Site Establishment and Construction (or Demolition) Management Plan which identifies:
... the location of temporary work sheds & material storage areas;
... temporary site fencing & signs;
... construction/demolition vehicle access & circulation areas;
... methods to be used for protecting street trees and trees to be retained on site;
... methods of protection of verge landscaping from possible damage during construction/demolition);
... measures to contain run-offs from the site with due consideration given to erosion management during construction/demolition;
... steps to be taken to restore the site and site access after construction/demolition;
... temporary traffic management.

... External Agency Clearances
... Territory and Municipal Services;
... ACT Planning and Land Authority -leasing;
... ACT Department of the Environment, Climate Change, Energy and Water.
**Schedule 4  Schedule for Submission of Works Approvals & Site Inspections**

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
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<tbody>
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<td>December</td>
</tr>
<tr>
<td>Handover inspection</td>
<td>March</td>
</tr>
<tr>
<td>Commencement of garden bed construction</td>
<td>March</td>
</tr>
<tr>
<td>Presentation to Planning</td>
<td>April</td>
</tr>
<tr>
<td>Submission of Works Approval 2</td>
<td>June</td>
</tr>
<tr>
<td>Submission of Works Approval 3</td>
<td>July</td>
</tr>
<tr>
<td>Handover inspection</td>
<td>August</td>
</tr>
<tr>
<td>Venue lock-down</td>
<td>August</td>
</tr>
<tr>
<td>Hand-back inspection</td>
<td>November</td>
</tr>
<tr>
<td>Park reopens to the public</td>
<td>November</td>
</tr>
<tr>
<td>Hand-back inspection, debrief and review</td>
<td>December</td>
</tr>
<tr>
<td>Park handed back to NCA</td>
<td>December</td>
</tr>
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