



AUSTRALIAN CAPITAL TERRITORY

DEED

Dated

8 APRIL 2010

Parties

AUSTRALIAN CAPITAL TERRITORY

TENNIS ACT LIMITED ACN 131 826 554

**LYNEHAM REGIONAL TENNIS AND
SPORTS CENTRE DEVELOPMENT**

Prepared by

Sport and Recreation Services
Macarthur House
12 Wattle Street
LYNEHAM ACT 2602

PO Box 147
CIVIC SQUARE ACT 2608
Ph: 6207 2057
Fax: 6207 2071

Ref:

Version

FINAL

CONTENTS

1.	Interpretation.....	1
2.	Term	4
3.	Payment and Use of Grant	4
4.	Management of Grant and Funded Activity.....	5
5.	Use of the Property and its facilities.....	7
6.	Bank Account.....	7
7.	Accounts and Records.....	8
8.	Acknowledgement of Funding.....	9
9.	Insurance and Indemnity.....	10
10.	Plans and Approvals.....	10
11.	Notification of Certain Events.....	11
12.	Termination.....	11
13.	Dispute Resolution.....	13
14.	Variation.....	13
15.	Territory Information	14
16.	General.....	15
	SCHEDULE 1 - GRANT DETAILS	18
	SCHEDULE 2 – FUNDED ACTIVITY	20
	SCHEDULE 3 – SURRENDER OF LAND TO THE AUSTRALIAN CAPITAL TERRITORY.....	21
	ANNEXURE B – SURRENDERED LAND	

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 Department of Territory and Municipal Services.

TENNIS ACT LIMITED ACN 131 826 554 of The National Sports Club, Mouat Street Lyneham in the Australian Capital Territory (**Recipient**).

BACKGROUND

- A. The Recipient is responsible for the leadership, management, development and promotion of the sport of tennis at all levels in the Territory.
- B. The Recipient is the Crown lessee of:
- (1) Block 10 Section 64 Lyneham (**Block 10**) on which it operates the National Sports Club;
 - (2) Block 6 Section 64 Lyneham (**Block 6**) on which it manages 25 tennis courts.
- C. The Territory has agreed to make and the Recipient has agreed to accept the Grant for the purpose of redeveloping the National Sports Club and 26 tennis courts into the Regional Tennis and Sports Centre, and otherwise on the terms of this Deed, including the Recipient Surrendering a portion of Block 6 to the Territory.

IT IS AGREED by the parties as follows.

1. Interpretation

1.1 Definitions

The following definitions apply in this Deed, unless the context otherwise requires.

Account	means the banking account opened in accordance with clause 6.1(1) .
Centre	means the National Sports Club and associated facilities to be developed on the Property, as provided for in this Deed.
Confidential Information	means the kind of information that: <ol style="list-style-type: none"> (1) is or relates to documents, submissions,

consultations, policies, strategies, practices and procedures of the Territory which are by their nature confidential;

(2) is notified (whether in writing or not) by the Territory to the Recipient as being confidential; or

(3) is Personal Information,

but does not include information that:

(4) is or becomes public knowledge other than by breach of this Deed;

(5) has been independently developed or acquired by the Recipient; or

(6) has been notified by the Territory to the Recipient as not being confidential.

Consultation Committee means the committee established under **clause 4.1**.

Contact Officer means, in relation to each party, the representatives whose names and contact details are specified in **Item 5 Schedule 1**, or as notified in writing from time to time by one party to the other.

Cost Plan means a plan and cash flow estimate for the delivery of the Funded Activity including any variation to it.

Crown Leases means the Crown leases over Block 6 and Block 10.

Funded Activity means the activity described in **Schedule 2**.

Grant means the amount specified in **Item 2 Schedule 1**.

Grant Material means all material created, written or otherwise brought into existence as part of, or for the purpose of carrying out the Funded Activity including all reports (whether in draft or final form), documents, equipment, information and data stored by any means.

GST has the same meaning as it has in the GST Act.

- GST Act** means the *A New Tax System (Goods and Services Tax) Act 1999* (Cwlth).
- Invoice** means an invoice that:
- (1) is a valid tax invoice (if GST is payable in respect of any taxable supply made under this Deed);
 - (2) clearly sets out the amount that is due for payment, is correctly calculated and is in respect of the Funded Activity;
 - (3) sets out details of the Funded Activity undertaken or to be undertaken, and sets out or is accompanied by any other details or reports required under this Deed; and
 - (4) is rendered at the times specified in **Item 2 Schedule 1** (if any) and addressed to the Territory's Contact Officer.
- Precinct** means the Lyneham Sport and Recreation Precinct comprising sections 59, 63 and 64 Lyneham.
- Project Manager** means the project manager, appointed under clause 4.3.
- Property** means Block 6 Section 64 Lyneham and Block 10 Section 64 Lyneham or any part of either Block.
- Term** means the period specified in **Item 1 Schedule 1**.
- Territory** means:
- (1) when used in a geographical sense, the Australian Capital Territory; and
 - (2) when used in any other sense, the body politic established by section 7 of the *Australian Capital Territory (Self-Government) Act 1988* (Cwlth).

1.2 General

In this Deed, unless the context otherwise requires:

- (1) references to "Recipient" includes any employees, agents or subcontractors of the Recipient;
- (2) references to legislation or to provisions in legislation include references to amendments or re-enactments of them and to all regulations and instruments issued under the legislation;
- (3) words importing a gender include the others; words in the singular include the plural and vice versa; and where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- (4) "include" is not to be construed as a word of limitation;
- (5) headings are for convenient reference only and have no effect on the interpretation of the provisions; and
- (6) an obligation imposed by this Deed on more than one person binds them jointly and severally.

2. Term

This Deed will continue for the Term unless extended by written agreement of the parties or terminated under the provisions of this Deed.

3. Payment and Use of Grant

3.1 Payment of Grant

The Territory will pay the Grant to the Recipient in accordance with **Item 2 Schedule 1** following receipt of:

- (1) a correctly rendered Invoice;
- (2) written details of the Account; and
- (3) proof of currency of the insurance policies required under **clause 9.1**.

3.2 GST

If the Recipient is registered under the GST Act, the Territory will, on receipt of an Invoice, pay to the Recipient an amount equal to the GST under the GST Act lawfully payable by the Recipient in respect of the supplies to the Territory that are taxable supplies under the GST Act.

3.3 Use of Grant

The Recipient must:

- (1) use the Grant only for the Funded Activity;

- (2) undertake the Funded Activity diligently and otherwise in accordance with this Deed; and
- (3) complete the Funded Activity by the end of the Term.

3.4 Deferral of payment

The Territory may, without limiting any other right it may have, defer payment of the Grant, or any part of it, to the Recipient until the Recipient has complied with its obligations under this Deed to the reasonable satisfaction of the Territory.

4. Management of Grant and Funded Activity

4.1 Establishment of Consultation Committee

The parties agree they will establish a Consultation Committee for the purpose of managing the development of the Funded Activity and the expenditure of the Grant.

4.2 Membership of Consultation Committee

The Consultation Committee must be comprised of no less than 5 members, being:

- (1) the Territory's Director, Sport and Recreation Services (or delegate);
- (2) the Territory's Manager of Client Services, Sport and Recreation Services (or delegate);
- (3) the President, Recipient (or delegate);
- (4) the Chief Executive Officer, Recipient;
- (5) the Project Manager; and
- (6) such other members as the parties may agree from time to time.

4.3 Project Manager

The Recipient must appoint a Project Manager to oversee the conduct of the Funded Activity.

4.4 Functions of the Consultation Committee

The parties agree the Consultation Committee has the following functions.

- (1) To approve the Cost Plan prior to commencement of the Funded Activity and identify issues that require the Minister's consent.

- (2) To approve expenditure of the Grant in accordance with the Cost Plan. No part of the Grant may be expended without the Consultation Committee's unanimous approval under **clause 4.4(3)**
- (3) To approve withdrawals of the Grant from the Account.
- (4) To ensure consultation with current and potential users of the Centre regarding their needs and design specifications to ensure that the Funded Activity achieves the Centre minimum requirements as set out in **Item 2 Schedule 2**.
- (5) To agree on the design and construction plans for the Funded Activity prior to the commencement of any work and agree to any changes that may be required from time to time.
- (6) To monitor and review the progress of the Funded Activity, in particular the expenditure of the Grant.
- (7) To seek to ensure synergies between the Funded Activity and any other works concurrently undertaken by the Territory in the Precinct.
- (8) To provide the Territory with reports in accordance with **Item 3 Schedule 1**, including a statement of expenditure of the Grant at the completion of the Funded Activity.

4.5 Consultation Committee meetings

- (1) The parties must use their best endeavours to ensure the Consultation Committee meets no less than once each calendar month during the Term or at such other frequency as may be agreed by the parties.
- (2) Business may be carried out at a Consultation Committee meeting only if at least the Director, Sport and Recreation Services (or delegate) and any 2 of other Consultation Committee members are present.
- (3) At each Consultation Committee meeting, the Project Manager must:
 - (a) present to the Consultation Committee a written report on the progress of the Funded Activity against the milestones set out in the Cost Plan; and
 - (b) where relevant to the progress of the Funded Activity, seek approval from the Consultation Committee for the next stage of expenditure as detailed in the Cost Plan.
- (4) The report presented under **clause 4.5(3)(a)** must contain information reasonably required by the Consultation Committee from time to time.

4.6 Conduct of Parties

The parties must in good faith, participate in and do all things necessary to ensure the effective functioning of the Consultation Committee.

5. Use of the Property and its facilities

5.1 Crown Lease

The Recipient must only use the Property and its facilities consistently with the Crown Lease purpose clause.

5.2 Consent to transfer

(1) The Recipient must, for a period of ten years from the date of this Deed, obtain the Territory's prior written consent to:

- (a) assign or transfer the Crown Lease;
- (b) sublet the Property; or
- (c) part with possession of the Property,

before seeking the necessary written approval of the Territory planning and land authority under the *Planning and Development Act 2007*, (ACT).

(2) To avoid doubt, no consent by the Territory under **clause 5.2(1)** will affect or restrict any approval process under the *Planning and Development Act 2007* (ACT).

5.3 Requirements regarding consent

In obtaining the Territory's consent under **clause 5.2(1)**, the Recipient must:

- (1) provide the Territory with all information reasonably required by the Territory; and
- (2) cause or procure any assignee, transferee or sublessee to enter into an agreement that contains provisions to the same effect as this **clause 5**.

6. Bank Account

6.1 Account

The Recipient must:

- (1) as a precondition to the Territory's payment of the Grant (including any instalment thereof), open (and maintain for the Term) a separate bank account that is in a form approved by the Territory;

- (2) deposit and hold the Grant, and any accumulated interest, in the Account;
- (3) not cause or allow any funds other than the Grant to be deposited into the Account;
- (4) promptly notify the Territory of:
 - (a) the details of the Account, and
 - (b) any change to the Account; and
- (5) within its accounting system, account for the Grant separately from any other funds of the Recipient.

6.2 Territory must assist

The Territory must do all things reasonably necessary to assist the Recipient in opening the Account.

7. Accounts and Records

7.1 Obligation to keep

The Recipient must:

- (1) keep complete accounts and records relating to the matters set out in this Deed at all times to the reasonable satisfaction of the Territory;
- (2) keep all records necessary to substantiate expenditure of the Grant in compliance with applicable law;
- (3) provide to the Territory, at the times specified in **Item 3 Schedule 1**, a complete and detailed record and explanation of:
 - (a) expenditure of the Grant,
 - (b) other money received and spent on the Funded Activity,
 - (c) the progress of the Funded Activity, and
 - (d) any other records in respect of the Funded Activity that the Territory may reasonably require from time to time; and
- (4) without limiting **paragraph (3)**, the Recipient must provide to the Territory such acquittals, audited financial statements and written reports relating to the progress and expenditure of the Grant at the times specified in **Item 3 Schedule 1**.

7.2 Access

The Territory may, at reasonable times and on giving not less than 3 business day's notice, enter the Recipient's premises and inspect the records kept by the Recipient on the progress of the Funded Activity, to audit the Recipient's compliance with this Deed.

7.3 Assistance

The Recipient must provide the Territory access to facilities and assistance as may be reasonably necessary to enable the Territory to conduct the audit under **clause 7.2**.

7.4 Copies

In conducting an audit under this **clause 7**, the Territory may at its own cost take copies of any records which it reasonably considers relevant.

7.5 Auditor-General

Any of the Territory's rights under **clause 7** may be exercised by the Territory's Auditor-General, her delegate or any relevantly qualified person engaged to perform any functions of the Auditor-General.

8. Acknowledgement of Funding

8.1 Acknowledgement of Territory support

The Recipient must in relation to the Funded Activity:

- (1) acknowledge the support of the Territory in any public event, media release or media coverage related to the Funded Activity; and
- (2) include an acknowledgement in the form set out in **Item 6 Schedule 1** in all documents, brochures, books, articles, newsletters, other artistic works or literary works or advertising.

8.2 Further acknowledgements

Without limiting **clause 8.1**, the Recipient must at its own cost, acknowledge support of the Territory in:

- (1) signage for all squash, table tennis and fencing courts/tables/pistes on the Property;
- (2) a commemorative plaque to be unveiled by the Minister at the Property on completion of the Funded Activity; and
- (3) any other form of acknowledgement that the Territory may request that is deemed reasonable by the Recipient

8.3 Territory's approval

The Recipient must obtain the prior written approval of the Territory of each form of acknowledgement under **clause 8.2**.

8.4 Recipient to provide copies

The Recipient must:

- (1) if requested by the Territory, provide a draft of the material referred to in **clauses 8.1 and 8.2** at least 10 days prior to publishing or printing;
- (2) provide to the Territory a copy of the material referred to in **clause 8.1** as soon as practicable after the material is published; and
- (3) with a reasonable period of notice, invite the Territory to participate in any public event, media release or media coverage related to the Funded Activity.

9. Insurance and Indemnity

9.1 Recipient's insurance

The Recipient must effect and maintain for the Term:

- (1) all insurance coverage required by it by law;
- (2) public liability insurance with coverage in the amount of not less than the amount specified in **Item 4(1) Schedule 1** in respect of each claim, including voluntary workers insurance cover if volunteers are engaged by the Recipient; and
- (3) any other insurance specified in **Item 4 Schedule 1**.

with an insurer having a Standard and Poor's or Best's rating of A- or better and will produce evidence of such insurance as required by the Territory.

9.2 Indemnity

The Recipient indemnifies the Territory, its employees and agents in respect of all claims, costs and expenses and for all loss, damage and injury or death to persons or property caused by the Recipient, its employees or agents or contractors in connection with the use of the Grant or the conduct of the Funded Activity except to the extent that the Territory caused the relevant loss, damage or injury.

10. Plans and Approvals

10.1 Plans and approvals

The Recipient must promptly apply for, procure, pay for and do all things reasonably necessary to obtain all certificates, licences, consents, permits, development and all other approvals:

- (1) necessary for the lawful carrying out of the Funded Activity; or
- (2) relating to the completion, occupation or use of the Centre.

10.2 Provide copies to Territory

The Recipient must, if requested by the Territory, provide the Territory with copies of all plans and specifications, development approvals, consents and certificates relevant to the Funded Activity.

11. Notification of Certain Events

11.1 Notification of significant events

The Recipient must immediately notify the Territory if any of the following events occur:

- (1) the Recipient's address changes;
- (2) there is any change to the Recipient's principal office holders or principal employees;
- (3) if the use to which the Grant is to be put differs in any material respect from the Funded Activity;
- (4) there is a proposed internal restructuring of the organisation of the Recipient;
- (5) if the Recipient commits an act of insolvency or comes under any form of insolvency administration; or
- (6) any other matter arises which is likely to materially and adversely affect the timing, scope or cost of the Funded Activity or the Recipient's ability to carry on or complete the Funded Activity in accordance with this Deed, including if the Recipient:
 - (a) ceases to be empowered to carry out, or
 - (b) is, or becomes, incapable of complying with;its obligations under this Deed.

12. Termination

12.1 Breach

The Territory may terminate this Deed at any time by written notice to the

Recipient if:

- (1) the Recipient is or becomes bankrupt or insolvent, enters into voluntary administration or makes any arrangement with its creditors or takes advantage of any statute for the relief of insolvent debtors;
- (2) the Recipient fails to:
 - (a) commence timely conduct of the Funded Activity,
 - (b) meet any timeframes specified in this Deed, or
 - (c) undertake the Funded Activity diligently;
- (3) the Recipient breaches this Deed where that breach:
 - (a) if capable of remedy is not remedied by the Recipient within the period specified in a written notice by the Territory, or
 - (b) is not capable of remedy;
- (4) the Recipient, without the Territory's consent:
 - (a) sells or disposes of the Property, or
 - (b) parts with possession of the Property; or
- (5) the Recipient withdraws or transfers any of the Grant from the Account without the approval of the Consultation Committee or, otherwise engages in any unauthorised use of the Grant.

12.2 Termination or reduction for any reason

The Territory may, at any time by written notice to the Recipient, terminate this Deed or reduce the funding for the Funded Activity for any reason, and in that event the Recipient must:

- (1) in the event of termination, comply with the notice and **clause 12.3**; or
- (2) in the event of a reduction in funding, continue to undertake the Funded Activity in accordance with the notice.

12.3 Refund of Grant

At the end of the Term, or earlier termination of this Deed,

- (1) the Recipient must:
 - (a) unless otherwise required under this Deed, within 30 days, provide the Territory with an audited statement of expenditure

of the whole of the Grant (or such amount of it paid by the Territory); and

- (b) repay any or all of the Grant that remains unacquitted.

12.4 Meaning of unacquitted funds

For the purposes of **clause 12.3**, the Grant remains unacquitted if it:

- (1) is not spent and is not contractually committed to be spent; or
- (2) has been spent in breach of this Deed.

12.5 No prejudice

Nothing in this **clause 12** prejudices any right or remedy of the Territory in respect of any breach of this Deed.

13. Dispute Resolution

13.1 Negotiation of Dispute

If a difference or dispute (**Dispute**) arises in relation to any matter under this Deed, then either party may give written notice to the other that a Dispute exists and give details of the Dispute. The parties agree that, following the issue of such a notice, they will endeavour to resolve the Dispute by negotiations, including by referring the Dispute to persons who have authority to intervene and direct some form of resolution.

13.2 Mediation of Dispute

If the Dispute has not been resolved pursuant to **clause 13.1** within 28 days of the notice of the Dispute, then the parties agree that they will undertake a mediation process. The mediator will be an independent mediator agreed by the parties or, failing agreement, nominated by the chairperson of the Institute of Arbitrators and Mediators Australia, ACT Chapter. Unless otherwise agreed, the parties will share the costs of the engagement of the mediator.

13.3 No prejudice

Nothing in this **clause 13** will prejudice the rights of either party to institute proceedings to enforce the Deed or to seek injunctive or urgent declaratory relief in respect of any Dispute.

14. Variation

14.1 Variation to Deed

This Deed may only be varied by the written agreement of the parties prior to the expiration of the Term.

14.2 Variation to Funded Activity

The Recipient must obtain the Territory's prior written approval for any variation to the Funded Activity, including:

- (1) the Funded Activity or work programs;
- (2) the Funded Activity's objectives or outcomes;
- (3) variation of more than 10% in expenditure for a specified item of the Cost Plan; and
- (4) the Term.

15. Territory Information

15.1 Recipient must not disclose Territory Information

Except as provided in this Deed, the Recipient must not disclose Territory Information to any person without the prior written consent of the Territory except to the extent that the Territory Information is:

- (1) required or authorised to be disclosed by law;
- (2) disclosed to the Recipient's solicitors, auditors, insurers or advisers;
- (3) generally available to the public; or
- (4) in the possession of the Recipient without restriction in relation to disclosure before the date of receipt from the Territory.

15.2 Recipient to protect Territory Information

The Recipient must take all reasonable measures to ensure that:

- (1) Territory Information accessed or held by it in connection with this Deed is protected against loss, unauthorised access, use, modification, disclosure or other misuse in accordance with reasonable procedures for that purpose; and
- (2) only authorised personnel have access to Territory Information.

15.3 Recipient's use of Territory Information

The Recipient must:

- (1) use Territory Information held in connection with this Deed only for the purposes of fulfilling its obligations under this Agreement;
- (2) comply with the "Information Privacy Principles" set out in the *Privacy*

Act 1988 (Cwlth) as if they were provisions of this Deed; and

- (3) not transfer Territory Information held in connection with this Deed outside the Territory, or allow any person (other than authorised personnel) outside the Territory to have access to it, without the prior approval of the Territory.

15.4 Recipient must notify the Territory

The Recipient must immediately notify the Territory if the Recipient becomes aware that:

- (1) a disclosure of Territory Information may be required by law; or
- (2) an unauthorised disclosure of Territory Information has occurred.

15.5 Acknowledgement of effect of Crimes Act

The Recipient acknowledges that the publication or communication of any fact or document by a person which has come to its knowledge or into its possession or custody by virtue of the performance of this Deed (other than to a person to whom the Recipient is authorised to publish or disclose the fact or document) may be an offence under section 153 of the *Crimes Act 1900* (ACT), the maximum penalty for which is 2 years imprisonment.

16. General

16.1 Conflict of Interest

The Recipient:

- (1) warrants that, at the date of entering into this Deed, no conflict of interest exists or is likely to arise in the performance of the Funded Activity and of its other obligations under this Deed; and
- (2) must, if, during the term of the Deed, a conflict or risk of conflict of interest arises, notify the Territory immediately in writing of that conflict or risk and comply with any requirement of the Territory to eliminate or otherwise deal with that conflict or risk of conflict.

16.2 No Employment, Partnership or Agency Relationship

- (1) The Recipient must not represent itself, and will ensure its employees, agents and subcontractors do not represent themselves, as being employees, partners or agents of the Territory.
- (2) Nothing in this Deed constitutes the Recipient, or its employees, agents or subcontractors as employees, partners or agents of the Territory or creates any employment, partnership or agency for any purpose.

16.3 Entire Agreement

This Deed comprises the entire agreement between the parties in relation to the Funded Activity and supersedes any prior representations, negotiations, writings, memoranda and agreements.

16.4 No waiver

Failure or omission by the Territory at any time to enforce or require strict or timely compliance with any provision of this Deed will not affect or impair that provision in any way or the rights of the Territory to avail itself of the remedies it may have in respect of any such provision.

16.5 Notices

Any notice, or other communication required or otherwise to be given or sent to the Territory or to the Recipient under this Deed must be in writing and given to the relevant Contact Officer. A notice will be deemed to have been given:

- (1) if delivered by hand, upon delivery;
- (2) if sent by prepaid mail, upon the expiration of two days after the date on which it was so sent;
- (3) if sent by facsimile, upon the sender's facsimile machine recording that the facsimile has been successfully and properly transmitted to the recipient's address; or
- (4) if sent by electronic mail, upon the sender's computer recording that the message has been successfully transmitted to the recipient's electronic mail address.

16.6 Severability

Any provision of this Deed that is illegal, void or unenforceable will not form part of this Deed to the extent only of that illegality, voidness or unenforceability. The remaining provisions of this Deed will not be invalidated by an illegal or unenforceable provision.

16.7 Applicable Law

- (1) 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 jurisdiction of the courts of the Territory.
- (2) The Recipient must comply with the laws from time to time in force in the Territory in performing the Funded Activity.

16.8 Force Majeure

- (1) “**Force Majeure**” means a circumstance beyond the reasonable control of the parties, which results in a party being unable to observe or perform on time an obligation under this Deed. Those circumstances include but are not limited to:
 - (a) acts of God, lightning strikes, earthquakes, floods, droughts, storms, tempests, mud slides, washaways, explosions, fires or any natural disaster; and
 - (b) acts of war, acts of public enemies, terrorism, riots, civil commotion, malicious damage, sabotage, and revolution.
- (2) Neither party will be liable for any delay or failure to perform its obligations pursuant to this Deed if that delay is caused by Force Majeure.
- (3) If a delay or failure of a party to perform its obligations is caused or anticipated by Force Majeure, the performance of that party’s obligations will be suspended.
- (4) The party concerned must, as soon as possible, after the occurrence of Force Majeure, give notice and full particulars of it to the other party.
- (5) If a delay or failure of a party to perform its obligations because of Force Majeure exceeds sixty days, either party may immediately terminate this Deed by providing notice in writing to the other party.
- (6) If this Deed is terminated pursuant to **clause 16.8(5), clause 12.3** will apply.

16.9 Survival of clauses

Clauses 3.4, 5, 7, 9.2, 12.3 and 15.3 will survive the expiration or earlier termination of this Deed.

SCHEDULE 1 - GRANT DETAILS

Item 1. Term

See clause 2

From the date of this Deed until the earlier of:

- (a) 24 months from the approval of the Cost Plan;
or
- (b) completion of the Funded Activity as agreed by the Consultation Committee.

Item 2. Grant

See clause 3

- (1) Grant: \$4,000,000 (GST exclusive)
- (2) The Grant is payable by instalments. Invoices may only be rendered in accordance with the following.

Amount	When Invoice may be rendered
\$250,000	On or after the date of this Deed and delivery to the Territory by the Recipient of copies of the planning and land management documentation necessary to commence the surrender to the Territory of the portion of the land described in Item 1(1) Schedule 3 and identified at Annexure A, and acknowledgement of effective submission to the ACT Planning and Land Authority of the same.
Balance	Further instalments must be linked to the completion of milestones set out in the Cost Plan.

- (3) Except if otherwise stated in this Deed, the Grant is:
 - (a) payable within 14 days of receipt by the Territory of an Invoice; and
 - (b) inclusive of GST and all other taxes, duties and charges.

Item 3. Reporting and Acquittal

See clause 12.3

The Recipient must provide statements and reports under clause 7.1(4):

- (1) on completion of the Funded Activity; and
- (2) at any other time reasonably required by the Territory.

Item 4. Other insurance requirements

See clause 9.1

- (1) Public liability insurance with coverage in the amount of not less than \$20 million in respect of each claim.
- (2) Building insurance for the full replacement value of the buildings and improvements on the Property.

Item 5. Contact Officers

See clause 1.1 and 16.5

For the Territory:

Mr Wayne Lacey
 Manager, Client Liaison
 Sport and Recreation Services
 PO Box 147
 CIVIC SQUARE ACT 2608

Facsimile: (02) 6207 2071

For the Recipient:

Mr Ross Triffitt
 Chief Executive Officer
 Tennis ACT
 Riggall Place
 LYNEHAM ACT 2602

Facsimile: (02) 6247 2029

Item 6. Form of Acknowledgement

See clause 8

With assistance from the ACT Government (using ACT Government logo where relevant).

SCHEDULE 2 – FUNDED ACTIVITY

Item 1 Centre Development

The Recipient must develop the Centre in accordance with this Deed, including the Cost Plan.

Item 2 Minimum Centre Development Requirements

The Recipient must ensure that the development of the Centre includes the following.

- (1) Redevelopment of up to 26 tennis courts (or an alternate number as governed by the relevant Crown Lease of Block 10 and 6 Section 64 Lyncham (Property).).
- (2) Up to eight new or refurbished squash courts, including glass back walls.
- (3) Improved administrative space for the Recipient..
- (4) Enhanced amenities for users of the Centre, including improved change rooms and social facilities expected in a modern sporting/recreation facility.
- (5) Disability access and improved access for Centre users with mobility considerations, including older people and people with prams.

Item 3 Other Requirements

- (1) The Recipient must make available within the Property:
 - (a) approximately 250 square metres of space for table tennis facilities, allowing for five tables to be permanently set up;
 - (b) approximately 500 square metres of space for use by community groups; and
 - (c) approximately 250 square metres of space for the establishment of a base for fencing in the ACT, allowing for the set up of a minimum of three full sized piste.
- (2) The Recipient is not obliged to pay or use any amount of the Grant for any costs associated with the sport-specific fit out, management or maintenance of the spaces referred to in Item 3(1) of this Schedule 2..

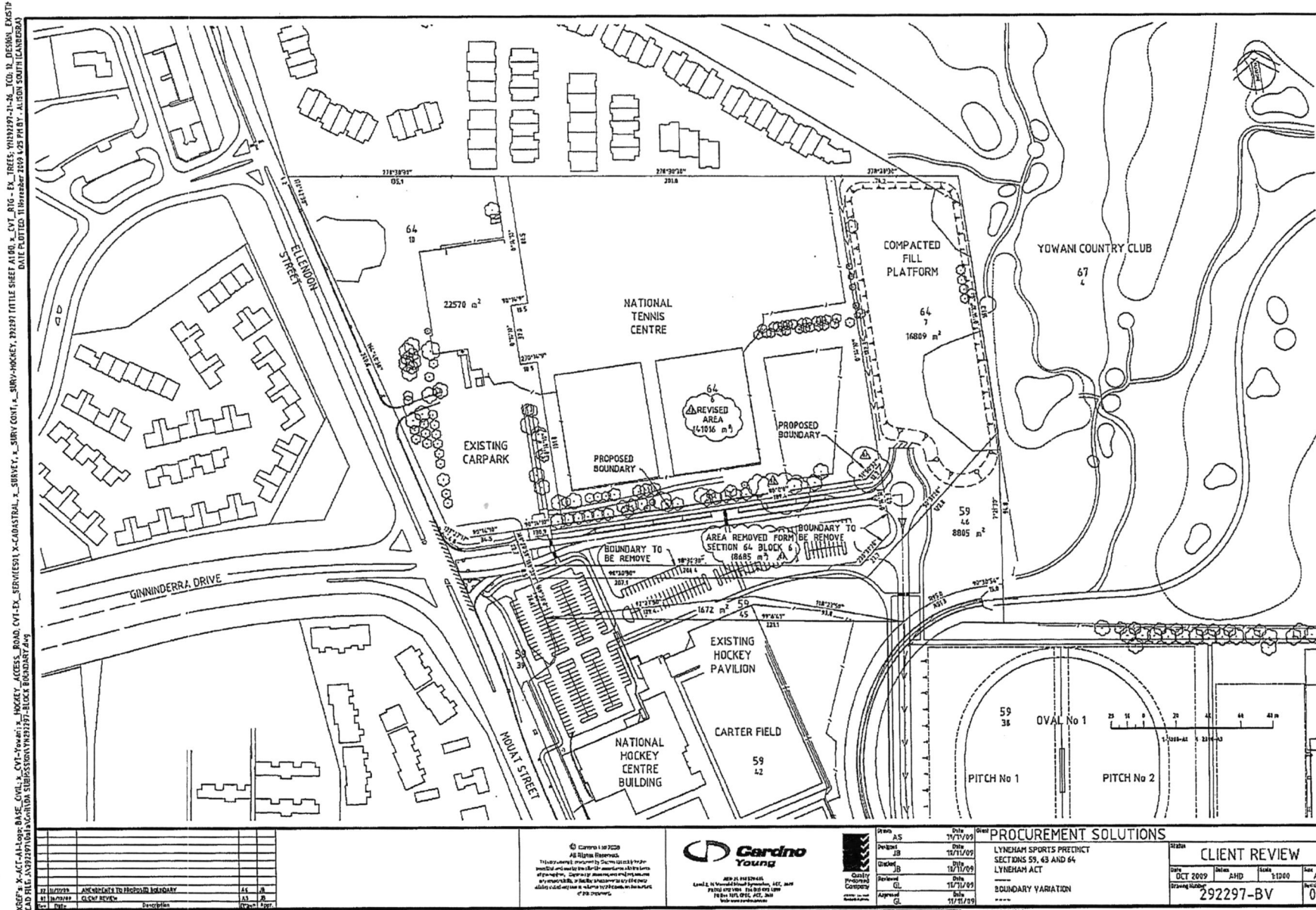
SCHEDULE 3

Surrender of Land to the Australian Capital Territory

Item 1 Surrender of Land

- (1) In return for part of the Grant the Recipient will effect the surrender or transfer to the Territory, whether by way of surrender, grant, surrender and re-grant or transfer (**Surrender**), that portion of the land identified at Annexure A (**Surrendered Land**), to enable progression of the Lyneham Precinct redevelopment.
- (2) To initiate payment of the first Grant instalment, the Recipient shall provide to the Territory copies of the planning and land management documentation necessary to commence the Surrender to the Territory of the Surrendered Land, and acknowledgement of effective submission to the ACT Planning and Land Authority.
- (3) After payment of the first Grant instalment of \$250,000, no further Grant amount will be paid by the Territory to the Recipient under this Deed until the Recipient provides to the Territory the approved and executed instruments in registrable form (**Surrender Documents**) effecting the Surrender of the Surrendered Land.
- (4) The Recipient shall ensure the Surrender is approved by the ACT Planning and Land Authority and shall obtain any necessary consents, approvals or endorsements of the ACT Planning and Land Authority or any other public authority which are required by law or are necessary to ensure the registration of the Surrender Documents.
- (5) The costs associated with the Surrender of the Surrendered Land will be paid by the Territory in addition to the Grant.
- (6) The Recipient undertakes to do all things necessary to ensure that the Territory is enabled to register the Surrender Documents. Without limiting the foregoing the Recipient shall produce any certificate of title, mortgage, security or other document which is required to be produced to the Registrar of Titles. The Recipient shall obtain any consent or endorsement required for registration including but not limited to the consent of any subtenant, mortgagee or caveator.

ANNEXURE A – SURRENDERED LAND



XREF: X - ACT; A - ALLOP; B - A/E; C - CIVIL; D - CIV; E - CIV; F - CIV; G - CIV; H - CIV; I - CIV; J - CIV; K - CIV; L - CIV; M - CIV; N - CIV; O - CIV; P - CIV; Q - CIV; R - CIV; S - CIV; T - CIV; U - CIV; V - CIV; W - CIV; X - CIV; Y - CIV; Z - CIV; AA - CIV; AB - CIV; AC - CIV; AD - CIV; AE - CIV; AF - CIV; AG - CIV; AH - CIV; AI - CIV; AJ - CIV; AK - CIV; AL - CIV; AM - CIV; AN - CIV; AO - CIV; AP - CIV; AQ - CIV; AR - CIV; AS - CIV; AT - CIV; AU - CIV; AV - CIV; AW - CIV; AX - CIV; AY - CIV; AZ - CIV; BA - CIV; BB - CIV; BC - CIV; BD - CIV; BE - CIV; BF - CIV; BG - CIV; BH - CIV; BI - CIV; BJ - CIV; BK - CIV; BL - CIV; BM - CIV; BN - CIV; BO - CIV; BP - CIV; BQ - CIV; BR - CIV; BS - CIV; BT - CIV; BU - CIV; BV - CIV; BW - CIV; BX - CIV; BY - CIV; BZ - CIV; CA - CIV; CB - CIV; CC - CIV; CD - CIV; CE - CIV; CF - CIV; CG - CIV; CH - CIV; CI - CIV; CJ - CIV; CK - CIV; CL - CIV; CM - CIV; CN - CIV; CO - CIV; CP - CIV; CQ - CIV; CR - CIV; CS - CIV; CT - CIV; CU - CIV; CV - CIV; CW - CIV; CX - CIV; CY - CIV; CZ - CIV; DA - CIV; DB - CIV; DC - CIV; DD - CIV; DE - CIV; DF - CIV; DG - CIV; DH - CIV; DI - CIV; DJ - CIV; DK - CIV; DL - CIV; DM - CIV; DN - CIV; DO - CIV; DP - CIV; DQ - CIV; DR - CIV; DS - CIV; DT - CIV; DU - CIV; DV - CIV; DW - CIV; DX - CIV; DY - CIV; DZ - CIV; EA - CIV; EB - CIV; EC - CIV; ED - CIV; EE - CIV; EF - CIV; EG - CIV; EH - CIV; EI - CIV; EJ - CIV; EK - CIV; EL - CIV; EM - CIV; EN - CIV; EO - CIV; EP - CIV; EQ - CIV; ER - CIV; ES - CIV; ET - CIV; EU - CIV; EV - CIV; EW - CIV; EX - CIV; EY - CIV; EZ - CIV; FA - CIV; FB - CIV; FC - CIV; FD - CIV; FE - CIV; FF - CIV; FG - CIV; FH - CIV; FI - CIV; FJ - CIV; FK - CIV; FL - CIV; FM - CIV; FN - CIV; FO - CIV; FP - CIV; FQ - CIV; FR - CIV; FS - CIV; FT - CIV; FU - CIV; FV - CIV; FW - CIV; FX - CIV; FY - CIV; FZ - CIV; GA - CIV; GB - CIV; GC - CIV; GD - CIV; GE - CIV; GF - CIV; GG - CIV; GH - CIV; GI - CIV; GJ - CIV; GK - CIV; GL - CIV; GM - CIV; GN - CIV; GO - CIV; GP - CIV; GQ - CIV; GR - CIV; GS - CIV; GT - CIV; GU - CIV; GV - CIV; GW - CIV; GX - CIV; GY - CIV; GZ - CIV; HA - CIV; HB - CIV; HC - CIV; HD - CIV; HE - CIV; HF - CIV; HG - CIV; HH - CIV; HI - CIV; HJ - CIV; HK - CIV; HL - CIV; HM - CIV; HN - CIV; HO - CIV; HP - CIV; HQ - CIV; HR - CIV; HS - CIV; HT - CIV; HU - CIV; HV - CIV; HW - CIV; HX - CIV; HY - CIV; HZ - CIV; IA - CIV; IB - CIV; IC - CIV; ID - CIV; IE - CIV; IF - CIV; IG - CIV; IH - CIV; II - CIV; IJ - CIV; IK - CIV; IL - CIV; IM - CIV; IN - CIV; IO - CIV; IP - CIV; IQ - CIV; IR - CIV; IS - CIV; IT - CIV; IU - CIV; IV - CIV; IW - CIV; IX - CIV; IY - CIV; IZ - CIV; JA - CIV; JB - CIV; JC - CIV; JD - CIV; JE - CIV; JF - CIV; JG - CIV; JH - CIV; JI - CIV; JJ - CIV; JK - CIV; JL - CIV; JM - CIV; JN - CIV; JO - CIV; JP - CIV; JQ - CIV; JR - CIV; JS - CIV; JT - CIV; JU - CIV; JV - CIV; JW - CIV; JX - CIV; JY - CIV; JZ - CIV; KA - CIV; KB - CIV; KC - CIV; KD - CIV; KE - CIV; KF - CIV; KG - CIV; KH - CIV; KI - CIV; KJ - CIV; KK - CIV; KL - CIV; KM - CIV; KN - CIV; KO - CIV; KP - CIV; KQ - CIV; KR - CIV; KS - CIV; KT - CIV; KU - CIV; KV - CIV; KW - CIV; KX - CIV; KY - CIV; KZ - CIV; LA - CIV; LB - CIV; LC - CIV; LD - CIV; LE - CIV; LF - CIV; LG - CIV; LH - CIV; LI - CIV; LJ - CIV; LK - CIV; LL - CIV; LM - CIV; LN - CIV; LO - CIV; LP - CIV; LQ - CIV; LR - CIV; LS - CIV; LT - CIV; LU - CIV; LV - CIV; LW - CIV; LX - CIV; LY - CIV; LZ - CIV; MA - CIV; MB - CIV; MC - CIV; MD - CIV; ME - CIV; MF - CIV; MG - CIV; MH - CIV; MI - CIV; MJ - CIV; MK - CIV; ML - CIV; MM - CIV; MN - CIV; MO - CIV; MP - CIV; MQ - CIV; MR - CIV; MS - CIV; MT - CIV; MU - CIV; MV - CIV; MW - CIV; MX - CIV; MY - CIV; MZ - CIV; NA - CIV; NB - CIV; NC - CIV; ND - CIV; NE - CIV; NF - CIV; NG - CIV; NH - CIV; NI - CIV; NJ - CIV; NK - CIV; NL - CIV; NM - CIV; NN - CIV; NO - CIV; NP - CIV; NQ - CIV; NR - CIV; NS - CIV; NT - CIV; NU - CIV; NV - CIV; NW - CIV; NX - CIV; NY - CIV; NZ - CIV; OA - CIV; OB - CIV; OC - CIV; OD - CIV; OE - CIV; OF - CIV; OG - CIV; OH - CIV; OI - CIV; OJ - CIV; OK - CIV; OL - CIV; OM - CIV; ON - CIV; OO - CIV; OP - CIV; OQ - CIV; OR - CIV; OS - CIV; OT - CIV; OU - CIV; OV - CIV; OW - CIV; OX - CIV; OY - CIV; OZ - CIV; PA - CIV; PB - CIV; PC - CIV; PD - CIV; PE - CIV; PF - CIV; PG - CIV; PH - CIV; PI - CIV; PJ - CIV; PK - CIV; PL - CIV; PM - CIV; PN - CIV; PO - CIV; PP - CIV; PQ - CIV; PR - CIV; PS - CIV; PT - CIV; PU - CIV; PV - CIV; PW - CIV; PX - CIV; PY - CIV; PZ - CIV; QA - CIV; QB - CIV; QC - CIV; QD - CIV; QE - CIV; QF - CIV; QG - CIV; QH - CIV; QI - CIV; QJ - CIV; QK - CIV; QL - CIV; QM - CIV; QN - CIV; QO - CIV; QP - CIV; QQ - CIV; QR - CIV; QS - CIV; QT - CIV; QU - CIV; QV - CIV; QW - CIV; QX - CIV; QY - CIV; QZ - CIV; RA - CIV; RB - CIV; RC - CIV; RD - CIV; RE - CIV; RF - CIV; RG - CIV; RH - CIV; RI - CIV; RJ - CIV; RK - CIV; RL - CIV; RM - CIV; RN - CIV; RO - CIV; RP - CIV; RQ - CIV; RR - CIV; RS - CIV; RT - CIV; RU - CIV; RV - CIV; RW - CIV; RX - CIV; RY - CIV; RZ - CIV; SA - CIV; SB - CIV; SC - CIV; SD - CIV; SE - CIV; SF - CIV; SG - CIV; SH - CIV; SI - CIV; SJ - CIV; SK - CIV; SL - CIV; SM - CIV; SN - CIV; SO - CIV; SP - CIV; SQ - CIV; SR - CIV; SS - CIV; ST - CIV; SU - CIV; SV - CIV; SW - CIV; SX - CIV; SY - CIV; SZ - CIV; TA - CIV; TB - CIV; TC - CIV; TD - CIV; TE - CIV; TF - CIV; TG - CIV; TH - CIV; TI - CIV; TJ - CIV; TK - CIV; TL - CIV; TM - CIV; TN - CIV; TO - CIV; TP - CIV; TQ - CIV; TR - CIV; TS - CIV; TT - CIV; TU - CIV; TV - CIV; TW - CIV; TX - CIV; TY - CIV; TZ - CIV; UA - CIV; UB - CIV; UC - CIV; UD - CIV; UE - CIV; UF - CIV; UG - CIV; UH - CIV; UI - CIV; UJ - CIV; UK - CIV; UL - CIV; UM - CIV; UN - CIV; UO - CIV; UP - CIV; UQ - CIV; UR - CIV; US - CIV; UT - CIV; UU - CIV; UV - CIV; UW - CIV; UX - CIV; UY - CIV; UZ - CIV; VA - CIV; VB - CIV; VC - CIV; VD - CIV; VE - CIV; VF - CIV; VG - CIV; VH - CIV; VI - CIV; VJ - CIV; VK - CIV; VL - CIV; VM - CIV; VN - CIV; VO - CIV; VP - CIV; VQ - CIV; VR - CIV; VS - CIV; VT - CIV; VU - CIV; VV - CIV; VW - CIV; VX - CIV; VY - CIV; VZ - CIV; WA - CIV; WB - CIV; WC - CIV; WD - CIV; WE - CIV; WF - CIV; WG - CIV; WH - CIV; WI - CIV; WJ - CIV; WK - CIV; WL - CIV; WM - CIV; WN - CIV; WO - CIV; WP - CIV; WQ - CIV; WR - CIV; WS - CIV; WT - CIV; WU - CIV; WV - CIV; WX - CIV; WY - CIV; WZ - CIV; XA - CIV; XB - CIV; XC - CIV; XD - CIV; XE - CIV; XF - CIV; XG - CIV; XH - CIV; XI - CIV; XJ - CIV; XK - CIV; XL - CIV; XM - CIV; XN - CIV; XO - CIV; XP - CIV; XQ - CIV; XR - CIV; XS - CIV; XT - CIV; XU - CIV; XV - CIV; XW - CIV; XX - CIV; XY - CIV; XZ - CIV; YA - CIV; YB - CIV; YC - CIV; YD - CIV; YE - CIV; YF - CIV; YG - CIV; YH - CIV; YI - CIV; YJ - CIV; YK - CIV; YL - CIV; YM - CIV; YN - CIV; YO - CIV; YP - CIV; YQ - CIV; YR - CIV; YS - CIV; YT - CIV; YU - CIV; YV - CIV; YW - CIV; YX - CIV; YY - CIV; YZ - CIV; ZA - CIV; ZB - CIV; ZC - CIV; ZD - CIV; ZE - CIV; ZF - CIV; ZG - CIV; ZH - CIV; ZI - CIV; ZJ - CIV; ZK - CIV; ZL - CIV; ZM - CIV; ZN - CIV; ZO - CIV; ZP - CIV; ZQ - CIV; ZR - CIV; ZS - CIV; ZT - CIV; ZU - CIV; ZV - CIV; ZW - CIV; ZX - CIV; ZY - CIV; ZZ - CIV;

REV	DATE	DESCRIPTION	BY	CHKD
01	10/27/09	AMENDMENTS TO PROPOSED BOUNDARY	AS	AS
02	10/27/09	CLIENT REVIEW	AS	AS

© Copyright 1997-2009
All Rights Reserved.
This drawing is the property of Gardno Young Pty Ltd and is not to be used for any other purpose without the written consent of Gardno Young Pty Ltd. All other rights reserved. Copyright © 1997-2009 Gardno Young Pty Ltd. All other rights reserved. All other rights reserved.

Gardno Young
Level 11, 100 South Street, Sydney, NSW 1585
Phone: 02 9241 1000
Fax: 02 9241 1001
www.gardnoyoung.com.au

PROCUREMENT SOLUTIONS

Drawn: AS	Date: 10/27/09
Checked: AS	Date: 10/27/09
Reviewed: AS	Date: 10/27/09
Approved: AS	Date: 10/27/09

LYNEHAM SPORTS PRECINCT
SECTIONS 55, 43 AND 64
LYNEHAM ACT
BOUNDARY VARIATION

CLIENT REVIEW			
Date	By	Scale	Sheet
OCT 2009	AHD	1:1000	A1
292297-BV			02

