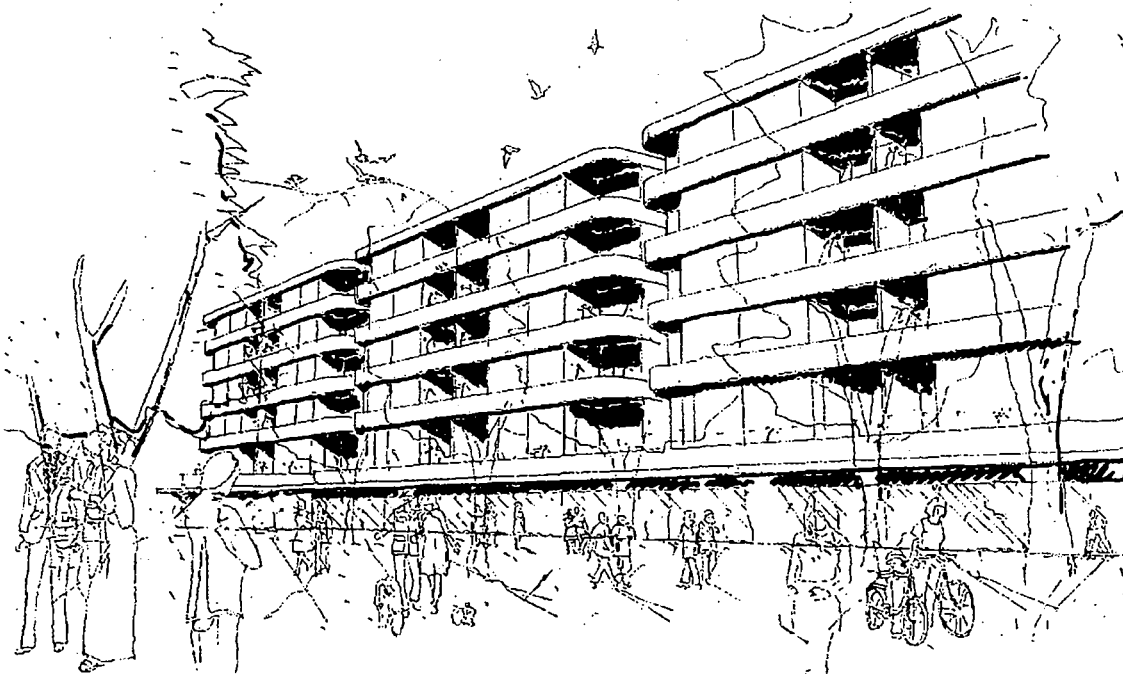




The Tradies

**Canberra Tradesmen's Union Club Limited
ABN 17098 615 760**

Tender for Sale of Block 20 Section 34 Dickson ACT



**Economic Development Directorate
TransACT House Northbourne Ave, Dickson ACT**

2pm Monday 26 November 2012

Commercial in Confidence



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Attachment A: CTUC Financial Statements
Attachment B: Letter of Support from Westpac Bank
Attachment C: Schematic Plans for Block 20 Section 34 Dickson (COX)



1.0 Introduction

This Tender is submitted by the Canberra Tradesmen's Union Club Limited ("The Tradies") in response to a Request for Tender (RFT) advertised by the ACT Economic Development Directorate (EDD) on Saturday 15 September 2012 with an advertised closing date of 2pm Thursday 15 November 2012 interest.

The Tradies has prepared this Tender in good faith based on the initial documentation provided by EDD and subsequent Addenda and Clarifications.

Preparation of the Tradies Tender has been completed by the Club in conjunction with the following professional advisors:

- Knight Frank
- Cox Architects
- Purdon Associates

The Tradies has had a long and successful presence in the Dickson Group Centre, providing an important contribution to the social and economic wellbeing of the centre. The Club serve a wide membership principally from North Canberra but from other parts of Canberra and the local region as well. Motel accommodation at the Club makes a contribution to the tourist infrastructure in Canberra, especially supporting a range of sporting and other events in North Canberra.

The Club makes significant contributions by way of donations and other assistance to a wide range of charities and community organisation, and it employs a total of 275 staff.

The Tradies have supported master plan studies initiated by the ACT Government over recent years and looks forward to being able to implement a significant part of the these plans through a comprehensive staged redevelopment of its own site.

To date, the Tradies has relied heavily on use of Block 20 as a public parking area for use by club patrons. The loss of this space would have a serious detrimental impact on the clubs accessibility, visibility and economic viability. Moreover, redevelopment of the site by another party unrelated to the Club would further diminish the customer amenity and business viability of the Club.

The following Tender addresses all relevant requirements of the RFT and submits a realistic contract price for Block 20 that will enable the Club to integrate this site into its wider holdings and create an integrated master plan for the southern part of the Dickson Centre.

The Tradies are the only organisation that can effectively implement a substantial part of the Dickson Centre Master Plan adopted by the ACT Government following extensive community and business consultation. Successful implementation depends on combining Block 20 with adjacent land holdings to create a critical masse for a substantial mixed use development on Section 34 that will generate new residential apartments, entertainment, hotel accommodation and other land uses. This consolidated redevelopment will represent a major investment over time for Dickson and provide substantial new jobs as well as revenue to the Territory.



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2.0 Returnable Schedule One: Checklist & Warranty

2.1 Checklist

The checklist has been completed in accordance with the RFT.

2.2 Signed Warranty

All warranties have been signed and executed in accordance with the RFT.

3.0 Returnable Schedule Two: Tenderer's details

3.1 Tenderer's details

The Tenderer's details have been completed in accordance with the requirements of the RFT.

3.2 Acknowledgement of Addenda

The Tradies acknowledge receipt of all Addenda and Clarifications provided by EDD for this RFT.

4.0 Returnable Schedule Three: Sale Contract

4.1 Sale Contract and Price

The Tradies have signed the attached sales contract and acknowledge the associated terms and conditions.

The Tender price offered by The Tradies for Block 20 Section 34 Dickson is two million four hundred and twenty thousand Australian dollars inclusive of GST (**\$2,420,000 including gst**). A cheque for two hundred and forty two thousand Australian dollars including GST (**\$242,000**) as being 10% of the tender price is attached by cheque made out in the name of "Land development Agency" as per the RFT.

This offer could be structured to have **full payment of the agreed price at settlement within 30 days** from the exchange of contract on sale of the subject site.

The Tradies notes that a PDA Security of \$1million is payable on completion of the Contract for Sale.



5.0 Returnable Schedule Four: PDA

5.1 Specimen Project Delivery Agreement

The Tradies acknowledges the draft Project Delivery Agreement (PDA) for the subject site contained in the RFT documents and endorses the PDA subject to final negotiations on inclusions at the time of sale.

6.0 Returnable Schedule Five: Consortium

The Tender has been lodged by the Tradies who will acquire and develop the site in their name.

There is no consortium proposal for this Tender.

A letter of comfort has been provided by Westpac Bank in support of the development. The Club has a strong financial track record has had a long association with the Bank.

7.0 Response to Assessment Criteria

7.1 Purchase Price

The proposed purchase price for Block 20 Section 34 Dickson offered by the Tradies Club is A\$2,242,000 inclusive of GST.

A cheque for 10% of the above mentioned Tender price is attached to this RFT.

The Tradies offer is based on the following considerations:

- CTUC Board approval of the final Contract, Project Delivery Agreement and associated conditions;
- Uncertainty in the sale offer conditions; and
- Subject to satisfactory review of the ACT Government car parking strategy referred to in the Addenda.



7.2 Financial Capacity

The Tradies Club is a financially viable organisation with substantial backing, as well as a strong financial record and cash flow.

A copy of the Club's financial records is enclosed on a confidential basis for consideration in this Tender. Refer Attachment A.

The Club is supported by Westpac Bank in the purchase of Block 20 and its subsequent development as part of a wider redevelopment of the Club's property holdings in Dickson. A letter of support from Westpac is enclosed at Attachment B.

7.3 Schematic Development

This Tender and Tender Price are based on schematic site development plans prepared by Cox Architects for the Club, in association with Purdon Associates (urban planners) and Knight Frank (property valuers).

The scheme has been based on an assessment of all relevant existing and interim planning code requirements in the Territory Plan for the subject site and could be approved by ACTPLA.

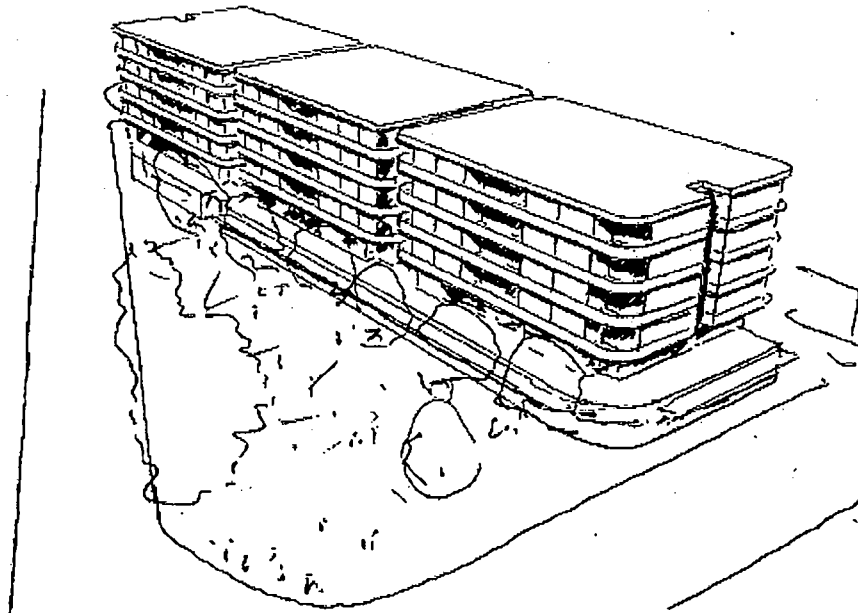
The scheme also complies with all elements of the LDA *Urban Design Guidelines* included in the RFT documents for EDD.

The scheme is included at Attachment C to this Tender and summarised below:

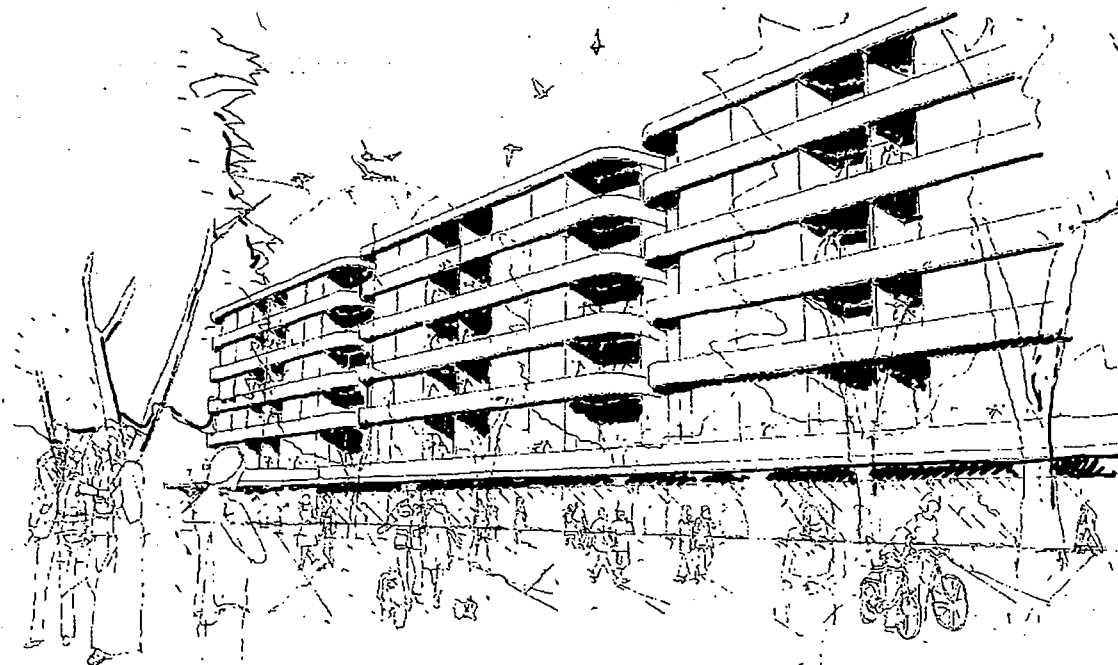
- A six storey mixed use development comprising an approximate gross floor area of 13500sqm including 130 residential apartments, 1240sqm of ground floor commercial space, and a two-level basement for public and private parking and bicycle storage
- Provision of 84 public parking spaces in the development as replacement parking as per the RFT
- Creation of a new public urban park adjacent to an active commercial building frontage
- Retention of vehicular and pedestrian access at all times to The Tradies Club on the southern side of Block 20
- Ground floor service access via the rear laneway, with basement access/egress off Dickson Place



Perspective from intersection of Badham St and Dickson Pl:

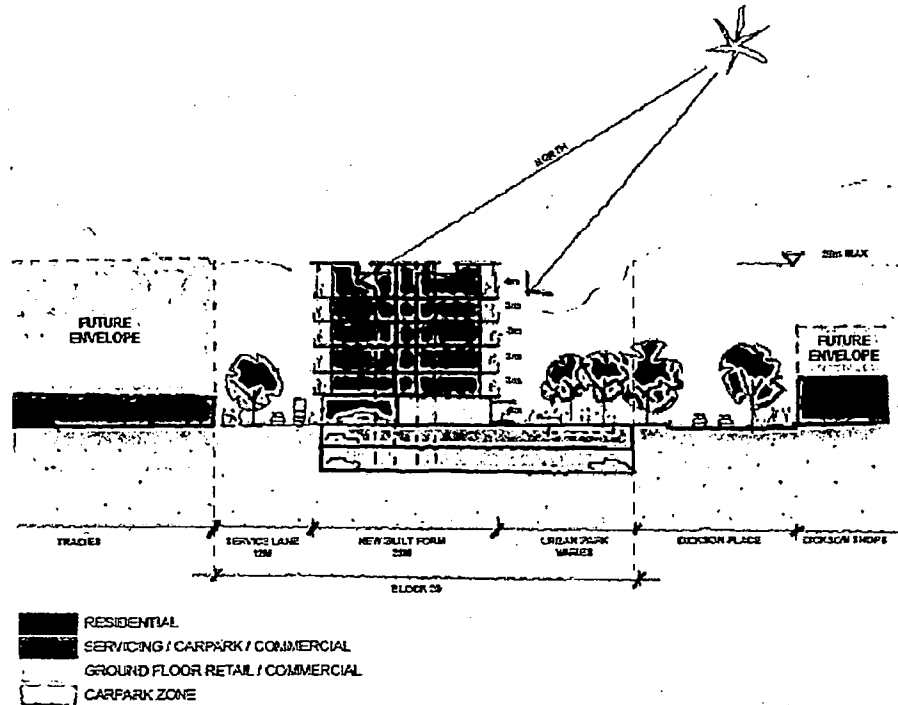


Perspective from "Tradies Park":

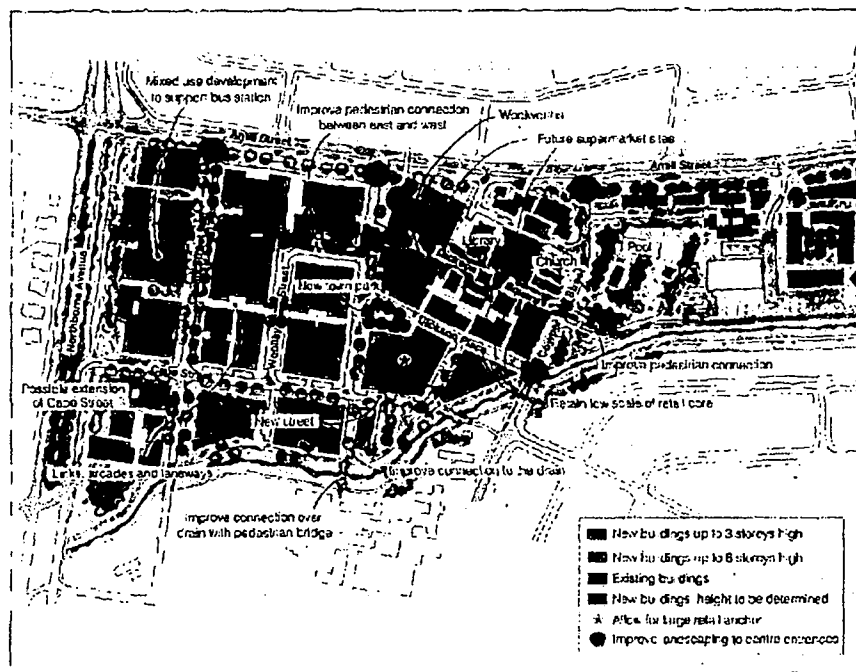




Section through site from Dickson Pl to Tradies Club:



Dickson Centre Master Plan – Note extension of Cape St to Dickson Pl:





7.4 Compliance with Dickson Centre Master Plan

The schematic development outlined above (7.3) is entirely consistent with all aspects of the Dickson Centre Master Plan as adopted by the ACT Government in 2011. It is also consistent with draft Variation to Territory Plan 311 and the associated Dickson Precinct Development Code.

It should be noted that if the Tradies are successful in acquiring the site, it could proceed to consolidate Block 20 into a larger redevelopment of the Tradies precinct by way of a new master plan for the precinct that will facilitate the implementation of the proposed Cape Street extension shown in the Dickson Centre Master Plan.

The Tradies are the only prospective Tenderer that can deliver this exciting outcome for Dickson, but it is highly unlikely that the latter can ever be delivered to the satisfaction of ESDD and the Government without ownership of Block 20 by the Tradies.

7.5 Estimated Timeframe for Redevelopment

The Tradies would retain use of Block 20 as a public car park (with shared parking revenues with ACT Government) for the duration of the redevelopment associated with release of Block 21 (supermarket release).

During this period, The Tradies would use the intervening time to finalise and get approval for a comprehensive master plan for the Tradies Precinct (Blocks 20, 28, 29, 13 and 14). This would then enable staged development of the entire site including Block 20.

The sequencing of this comprehensive redevelopment would include the following considerations (subject to detailed planning and approvals):

- Construction of a new Club and hotel plus basement parking on Blocks 13, 14 and 29 (retain parking on B20 and club operations/motel as well as existing basement parking on B28)
- Demolish existing club and extend Cape St to Dickson Place (retain public parking on B20)
- Construct public plaza on B20 in conjunction with redevelopment of the northern part of B28 (to Cape St extension)
- Construct new residential apartments at the southern end of B28

The above project represents a substantial initiative for the Club that will deliver major benefits to Dickson Group Centre as envisaged in the Dickson Master Plan. It also represent the most effective implementation of Government policy for sustainable development and represents a major commitment to high quality urban design, job creation, new investment in Canberra and substantial social benefits for North Canberra.



8.0 Conclusion

The Tradies considers the proposal for purchase of Block 20 Section 34 Dickson contained in this Tender to be the best outcome for Dickson Centre and the ACT Government because of the ability of the Club to deliver an integrated planning and development outcome, based on a realistic land price.

We look forward to being the preferred tenderer for the subject site and the opportunity to finalise a development on this strategic land parcel in Dickson Centre.

Stephen Brennan
CFO, Canberra Tradesmen's Union Club Limited
26 November 2012

(Enclosures)



Enclosures and Attachments

Returnable Schedule One – Checklist and Warranty

Returnable Schedule Two – Tenderer's Details

Returnable Schedule Three – Specimen Contract for Sale

Returnable Schedule Four – Specimen Project Delivery Agreement

Returnable Schedule Five – Consortium Details

Attachment A: Financial Statements - CTUC Limited

Attachment B: Letter of Support from Westpac Bank

Attachment C: Schematic Plans – Block 20 Section 34 Dickson (COX)



Returnable Schedule One: Checklist and Warranty

RETURNABLE SCHEDULE 1**CHECKLIST AND WARRANTY****Checklist**

In submitting this Tender, the tenderer has:

	Please tick
Completed this Checklist and signed the Warranty (Returnable Schedule 1)	<input checked="" type="checkbox"/>
Completed the tenderer's details and acknowledged each addendum to the RFT (Returnable Schedule 2)	<input checked="" type="checkbox"/>
Signed the Contract for Sale (Returnable Schedule 3)	<input checked="" type="checkbox"/>
Inserted the tendered amount as the "Price" in the Schedule to the Contract for Sale (Returnable Schedule 3)	<input checked="" type="checkbox"/>
Signed the Specimen Project Delivery Agreement (Returnable Schedule 4)	<input checked="" type="checkbox"/>
Completed the Consortium Members and Details Schedule (if applicable) (Returnable Schedule 5)	<input checked="" type="checkbox"/>
Provided information and designs for the LDA's consideration accordance with the assessment criteria in clause 16(a)	<input checked="" type="checkbox"/>
Provided the Deposit	<input checked="" type="checkbox"/>

Warranty by THE CANBERRA TRADESMAN'S UNION CLUB LIMITED

Print full name and ACN of Tenderer

ACN 098615760

With respect to the Request for Tender (RFT) for the Sale of Block 20 Section 34 Dickson (Land), the Tenderer warrants to the Land Development Agency (LDA) that:

- (a) it has undertaken reasonable checks and searches and are not aware of any information, relationships or other matters that may give rise to a conflict of interest or the potential for a conflict of interest in respect of this tender that has not been disclosed to LDA in writing;
- (b) it has read and understood, and its Tender is submitted in accordance with, the RFT;
- (c) it has obtained, or had reasonable opportunity to obtain, appropriate experts' advice in respect of the Land;
- (d) it accepts that it is LDA's usual practice to publish on LDA's website after exchange of contracts the buyer's details including their name, the block and section details and the purchase price;
- (e) it has submitted the Tender taking into account the matters acknowledged above; and
- (f) all information in this Tender is true and correct at the time of of lodgement.

This Warranty is executed as a deed poll on the date below.

Dated this 15 day of NOVEMBER 2012

FOR COMPANY:

SIGNED SEALED AND DELIVERED by or for and on
behalf of

THE CANBERRA TRADESMAN'S UNION CLUB
LIMITED ACN 098615760

Company name and ACN



DEAN HALL

Print full name





Returnable Schedule Two: **Tenderer's Details**

RETURNABLE SCHEDULE 2

TENDERER'S DETAILS

Tenderer's Name (and ACN if Company): THE CANBERRA TRADESMANS UNION CLUB LIMITEDRegistered Office: 2 BADHAM ST DICKSON ACT 2602Principal Place of Business: AS ABOVEDate and Place of Incorporation: CANBERRATrading and Business Names: THE TRADIES ; CTUCRegistered Business Number: ACN 098615760Australian Business Number: 17098615760Registration for GST: Yes ☒ No ☐Telephone Numbers: Business Telephone: 61625624

Contact Person

Name: STEPHEN BRENNANPosition: C.F.O.Address: 2 BADHAM ST DICKSON ACT 2602Telephone Number: 02 - 6162 5624Fax Number: [REDACTED]Email Address: [REDACTED] @thetradies.com.au

We acknowledge receipt of the following addendum / addenda issued by LDA in relation to this RFT:

(insert each addendum number) _____

1. ADDENDUM ONE (PART 1) - 30.10.12
2. ADDENDUM ONE (PART 2) - 30.10.12
3. CLARIFICATION#1 - 5.10.12
4. CLARIFICATION#2 - 6.11.12
5. CLARIFICATION#3 - 13.11.12
6. CLARIFICATION#4 - 23.11.12



Returnable Schedule Three:
Specimen Contract for Sale

RETURNALE SCHEDULE 3

LAND DEVELOPMENT AGENCY COMMERCIAL CONTRACT FOR SALE SCHEDULE

DATE OF THIS CONTRACT			
LEASE DETAILS			
LAND	Block	Section	Division/District
	20	34	Dickson
OCCUPANCY		Vacant Possession	
CO-OWNERSHIP	Mark one	<input type="checkbox"/> Tenants in common (Show shares)	<input type="checkbox"/> Joint Tenants
SELLER DETAILS			
SELLER	Full name ACN/ABN Address	Land Development Agency 20 419 925 579 Level 6, TransACT House, 470 Northbourne Avenue, Dickson ACT 2602	
SELLER'S SOLICITOR	Firm	Australian Capital Territory Government Solicitor	
	Ref		
	Phone	02 620 70666	
	Fax	02 620 70650	
	DX/Address	PO Box 260 Civic Square ACT 2608 DX 5602 Canberra	
BUYER DETAILS			
BUYER	Full Name ACN/ABN Address	THE CANBERRA TRADESMAN'S UNION CLUBS LIMITED ACN 098615760	
BUYER'S SOLICITOR	Firm	CLAYTON UTZ	
	Ref		
	Phone		
	Fax		
	DX/Address		
PAYMENT DETAILS			
PRICE	Price Less Deposit Balance	\$ 2,420,000. (The Price is GST inclusive) \$ 242,000. (10% of Price) \$ 2,178,000.	
EARLIEST DATE OF EXPIRY OF DEPOSIT BOND OR BANK GUARANTEE	Expiration of bond or bank guarantee must not be earlier than this date	Answer: day: from the Date of the Contract or Date	
DEED OF UNCONDITIONAL UNDERTAKING	See Special Conditions	Answer:	
STAKEHOLDER	Name	Land Development Agency	
DATE FOR COMPLETION		In accordance with Special Condition 32	
ESTIMATED DATE RANGE FOR WORKS	See Special Conditions	Answer: date range or not applicable	
ANNEXURES			
STANDARD ANNEXURES	Documents attached to this Contract	Annexure A - Specimen Lease Annexure B - Prescribed Conditions for Associated Works Annexure C - Specimen Project Delivery Agreement Annexure D - Proforma Deed of Unconditional Undertaking	
SPECIAL CONDITIONS	Indicate whether any special conditions apply	<input checked="" type="checkbox"/> Yes (if applicable) <input type="checkbox"/> No (if applicable) + PROVIDE 84 REPLACEMENT PARKING SPACES AS PER EDD CLARIFICATION NOTES See Annexure E - Special Conditions	
READ THIS BEFORE SIGNING			
Before signing this contract, you should ensure that you understand your rights and obligations. You should get advice from your solicitor.			
Authorised Delegate of the Land Development Agency signature:		Buyer signature:	
Delegate name:		Buyer name:	
Witness signature:		Buyer signature:	
Witness name:		Buyer name:	
		Witness signature:	
		Witness name:	

**LAND DEVELOPMENT AGENCY
COMMERCIAL CONTRACT FOR SALE
SCHEDULE**

DATE OF THIS CONTRACT			
LEASE DETAILS			
LAND	Block 20	Section 34	Division/District Dickson
OCCUPANCY		Vacant Possession	
CO-OWNERSHIP	Mark one	<input type="checkbox"/> Tenants in common (Show shares)	<input type="checkbox"/> Joint Tenants
SELLER DETAILS			
SELLER	Full name ACN/ABN Address	Land Development Agency 20 419 925 579 Level 6, TransACT House, 470 Northbourne Avenue, Dickson ACT 2602	
SELLER'S SOLICITOR	Firm	Australian Capital Territory Government Solicitor	
	Ref		
	Phone	02 620 70666	
	Fax	02 620 70650	
	DX/Address	PO Box 260 Civic Square ACT 2608 DX 5602 Canberra	
BUYER DETAILS			
BUYER	Full Name ACN/ABN Address		
BUYER'S SOLICITOR	Firm		
	Ref		
	Phone		
	Fax		
	DX/Address		
PAYMENT DETAILS			
PRICE	Price Less Deposit Balance	\$ \$ \$	(The Price is GST <u>exclusive/inclusive</u>) (10% of Price)
EARLIEST DATE OF EXPIRY OF DEPOSIT BOND OR BANK GUARANTEE	Expiration of bond or bank guarantee must not be earlier than this date	//insert//days from the Date of this Contract or Date	
DEED OF UNCONDITIONAL UNDERTAKING	See Special Conditions	//insert//	
STAKEHOLDER	Name	Land Development Agency	
DATE FOR COMPLETION		In accordance with Special Condition 32	
ESTIMATED DATE RANGE FOR WORKS	See Special Conditions	//insert//Date range or not applicable//	
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STANDARD ANNEXURES	Documents attached to this Contract	Annexure A – Specimen Lease Annexure B – Prescribed Conditions for Associated Works Annexure C – Specimen Project Delivery Agreement Annexure D – Proforma Deed of Unconditional Undertaking	
SPECIAL CONDITIONS	Indicate whether any special conditions apply	<input checked="" type="checkbox"/> Yes (if applicable) See Annexure E – Special Conditions	<input type="checkbox"/> No (if applicable)
READ THIS BEFORE SIGNING			
Before signing this contract you should ensure that you understand your rights and obligations. You should get advice from your solicitor.			
Authorised Delegate of the Land Development Agency signature:		Buyer signature:	
Delegate name:		Buyer name:	
Witness signature:		Buyer signature:	
Witness name:		Buyer name:	
		Witness signature:	
		Witness name:	

- 3.4 The Buyer must pay the amount stipulated in the Deposit Bond or Bank Guarantee to the Seller by unendorsed bank cheque on Completion.
- 3.5 The Buyer is in default if:
- (a) the Deposit Bond or Bank Guarantee has an expiry date prior to the Earliest Date of Expiry of Deposit Bond or Bank Guarantee and is not renewed to the satisfaction of the Seller in accordance with clause 3.2 at least 10 Working Days prior to the expiry of the Deposit Bond or Bank Guarantee; or
 - (b) the provider of the Deposit Bond or Bank Guarantee is placed under external administration of any nature before Completion and the Buyer has not provided a replacement Deposit Bond or Bank Guarantee to the same value and on the same terms and conditions from a solvent party within 5 Working Days of the provider being placed in such administration.
- 3.6 If the Buyer is in default under clause 3.5 it will be deemed to be a failure by the Buyer to pay the Deposit under clause 2.1 and immediately, and without the notice necessary under clause 19, clause 20 applies.

4 SIGNING OF LEASE

- 4.1 Following the receipt of the Lease, the Buyer must, no later than 10 Working Days from the date the Seller serves the Lease on the Buyer:
- (a) sign each copy of the Lease; and
 - (b) return the signed Lease to the Seller's Solicitor.

5 VARIATION TO LAND

- 5.1 The Buyer acknowledges that the Land, the Specimen Lease, any other plans in relation to the Land may be affected by:
- (a) the requirements of legislation;
 - (b) variations to the Territory Plan; and/or
 - (c) the requirements of government authorities.
- 5.2 The Buyer may not rescind or otherwise terminate this Contract nor seek any compensation from the Seller, under clause 18 or otherwise, as a result of any matter referred to in clause 5.1.

6 PLANNING CONDITIONS

- 6.1 The Buyer acknowledges that the Planning and Land Authority is responsible for all development consents and approvals sought by or on behalf of the Buyer in relation to the Land and the Buyer therefore releases the Seller from any liability, cause of action or any other claim in relation to disturbance, loss or detriment resulting from the Planning and Land Authority granting or denying any consent or approval in relation to the Land.
- 6.2 The Buyer acknowledges the obligation to make the Buyer's own enquiries and satisfy themselves as to the currency and accuracy of information contained in the Territory Plan.

- (d) the existence of regrading, fill or contamination of or upon the Land, whether caused by the Commonwealth of Australia, the Seller, previous occupants of the Land or otherwise;
- (e) any soil classification in relation to the Land; and
- (f) anything disclosed or disclaimed in this Contract.

10 CONDITION OF THE LAND

- 10.1 The Seller gives no warranties as to the present state of repair of any of the Improvements or condition of the Land, except as required by law.
- 10.2 The Buyer acknowledges that the Seller makes no warranty or representation as to the environmental condition or state of the soil, ground water, contamination or the existence or non-existence of any Substance on or affecting the Land.
- 10.3 The Buyer understands and accepts that the existence of regrading, fill, contamination or a soil classification of or upon the Land may result in work for the construction of any building on the Land being more extensive and expensive than it may have been in the absence of such regrading, fill, contamination or soil classification.

11 SELLER WARRANTIES

- 11.1 The Seller warrants that at the Date of this Contract the Seller:

- (a) will be able to complete at Completion;
- (b) has no knowledge of any unsatisfied judgment, order or writ issued by a court or tribunal affecting the Land; and
- (c) has no knowledge of any current or threatened claims, notices or proceedings that may lead to a judgment, order or writ issued by a court or tribunal affecting the Land;

- 11.2 The Seller warrants that on Completion:

- (a) the Seller will have the capacity to complete;
- (b) there will be no unsatisfied judgment, order or writ issued by a court or tribunal affecting the Land;
- (c) the Seller has no knowledge of any current or threatened claims, notices or proceedings that may lead to a judgment, order or writ issued by a court or tribunal affecting the Land except as disclosed to the Buyer; and
- (d) the Seller is not aware of any encroachments by or upon the Land (other than the encroachment of any dividing fence) except as disclosed to the Buyer.

12 CO-OWNERSHIP

If the Buyer consists of more than one person, as between themselves, they agree to buy the Land in the specified manner of co-ownership or if one alternative is not marked, as joint tenants.

- (ii) the amount held is to be invested by the Stakeholder (at the risk of the party who becomes entitled to it) with an Australian bank in an interest bearing account at call in the name of the Stakeholder in trust for the Seller and the Buyer;
- (iii) the claim must be finalised by an arbitrator appointed by the parties or, if an appointment is not made within 28 days of Completion, by an arbitrator appointed by the President of the Law Society of the Australian Capital Territory at the request of a party;
- (iv) the decision of the arbitrator is final and binding save for:
 - a. manifest error by the arbitrator obvious on its face in the final determination by the arbitrator;
 - b. error in the application of law by the arbitrator in making his or her determination; or
 - c. improper or unlawful conduct by the arbitrator or either party that affected or might reasonably be thought to affect the arbitrator's determination;
- (v) the costs of the arbitration must be shared equally by the parties unless otherwise determined by the arbitrator;
- (vi) the Buyer is not entitled, in respect of the claim, to more than the total amount claimed and the costs of the Buyer;
- (vii) interest on the amount held, after deduction of all taxes and bank charges, Stakeholder administration fee and other similar charges and expenses, must be paid to the parties equally or as otherwise determined by the arbitrator; and
- (viii) the claim lapses if the parties do not appoint an arbitrator and neither party asks the President of the Law Society of the Australian Capital Territory to appoint an arbitrator within 90 days after Completion and the amount held by the Stakeholder must be paid immediately to the Seller without any further authority being necessary.

19 NOTICE TO COMPLETE AND DEFAULT NOTICE

- 19.1 If Completion does not take place in accordance with clause 2.5, either party may, at any time after the Date for Completion, serve the other party a Notice to Complete.
- 19.2 A Notice to Complete must appoint a time during business hours and a date being not less than 10 Working Days after service of the Notice to Complete (excluding the date of service) by which and a place in Canberra at which to complete this Contract.
- 19.3 At the time the Notice to Complete is served the party serving the Notice to Complete must:
 - (a) not be in default; and
 - (b) be ready, willing and able to complete but for some default or omission of the other party.

- (b) enforce without further notice any other rights and remedies available to the Buyer.

22 RESCISSION

If this Contract is rescinded, it is rescinded from the beginning, and unless the parties otherwise agree:

- (a) the Deposit and all other money paid by the Buyer must be refunded to the Buyer immediately without any further authority being necessary; and
- (b) neither party is liable to pay the other any amount for damages, costs or expenses.

23 DAMAGES FOR DELAY IN COMPLETION

23.1 If Completion does not occur by the Date for Completion, due to the default of the Buyer then the Buyer must pay the Seller as liquidated damages on Completion:

- (a) interest on the Price at the rate of 10% per annum calculated on a daily basis from the Date for Completion to Completion; and
- (b) the amount of \$1,100 (GST inclusive) to be applied towards any legal costs and disbursements incurred by the Seller if Completion occurs later than 5 Working Days after the Date for Completion.

23.2 The Buyer agrees that:

- (a) the amount of any damages payable under clause 23.1 to the Seller is a genuine and honest pre-estimate of loss to that party for the delay in Completion; and
- (b) the damages must be paid on Completion.

24 FOREIGN BUYER

24.1 The Buyer warrants the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer of the Lease under the *Foreign Acquisitions and Takeovers Act 1975*.

24.2 This clause is an essential term.

25 GST

25.1 The Price for the Land is exclusive of GST.

25.2 The sale of the Land is a taxable supply.

25.3 The Buyer must pay to the Seller on Completion an amount equal to the GST payable by the Seller in relation to the supply.

25.4 On Completion the Seller must give the Buyer a tax invoice for any taxable supply by the Seller by or under this Contract.

26 POWER OF ATTORNEY

Any party who signs this Contract or any document in connection with it under a power of attorney must, on request and without cost, provide the other party with a true copy of the registered power of attorney.

DEFINITIONS

Definitions appear in the Schedule and as follows:

Balance of the Price means the Price less the Deposit;

Bank Guarantee means a bank guarantee issued by a bank operating in Australia in a form satisfactory to the Seller;

Buyer means the purchaser of the Land under this Contract as specified in the Schedule;

Buyer's Solicitor means the legal practitioner or firm of legal practitioners acting for the Buyer in respect of this Contract;

Completion means the time at which this Contract is completed;

Contract means the Schedule, terms and conditions and any annexure, additional clauses and attachments forming part of this Contract;

Date for Completion means the date as specified or calculated for such in the Schedule;

Default Notice means a notice in accordance with clauses 19.5 and 19.6;

Deposit means the deposit forming part of the Price;

Deposit Bond means a deposit insurance bond issued to the Seller at the request of the Buyer in a form satisfactory to the Seller;

Development has the meaning in the Planning Act;

Earliest Date for Expiry of Deposit Bond or Bank Guarantee means the date as specified or calculated for such in the Schedule;

Encumbrance includes an unregistered or statutory encumbrance, but does not include an encumbrance that is to be released or discharged on or before Completion;

Estimated Date Range for Works means the date or period by which the Seller estimates that the Works will have reached the stage of Operational Acceptance;

GST has the meaning in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);

Improvements means the buildings, structures and fixtures erected on and forming part of the Land;

Income means the rents and profits derived from the Land;

Land means the land described in the Schedule and to be the subject of the Lease;

Land Charges means rates, land rent, land tax and other taxes and outgoings of a periodic nature in respect of the Land;

Lease means the Crown lease to be granted to the Buyer in accordance with clause 1 this Contract;

Notice to Complete means a notice in accordance with clauses 19.1 and 19.2 requiring a party to complete;

Planning Act means the *Planning and Development Act 2007* (ACT);

31.4 If there is more than one buyer or more than one seller the obligations which they undertake bind them jointly and individually.

ANNEXURE B – PRESCRIBED CONDITIONS FOR ASSOCIATED WORKS

ANNEXURE D – BLOCK DETAILS PLAN





Returnable Schedule Four:
Specimen Project Delivery Agreement

Project Delivery Agreement

Block 20 Section 34 Dickson

Land Development Agency (LDA)

AND

The Developer

**Australian Capital Territory
Government Solicitor**



Project Delivery Agreement dated20....

Parties: Land Development Agency ABN 20 419 925 579 (LDA)

Developer

Background

- A. The LDA released a Request for Tender for the sale of the right to the grant of a Crown Lease for the Land (RFT). The Developer lodged a tender in response to the RFT and LDA has accepted the Developer's tender for the grant of the Crown Lease for the Land.
 - B. LDA and the Developer have entered into a Contract for Sale in the course of LDA's acceptance of the Developer's tender.
 - C. It is a condition of the RFT that the parties also enter this Agreement.
 - D. LDA and the Developer have agreed that the Land will be developed in the manner set out in this Agreement.
 - E. The Developer is to provide Security in the Security Amount for the performance of its obligations under this Agreement
-

1. Interpretation

1.1 Definitions

In this Agreement unless the context otherwise requires:

Agreement means this agreement, including the Schedules and Appendices;

Business Day has the meaning given to it in the *Legislation Act 2001* (ACT);

Certificate of Occupancy and Use means a certificate issued by the Planning and Land Authority pursuant to the provisions of the *Building Act 2004* (ACT);

Completion means completion of the Contract for Sale;

Compliance Certificate means an unconditional certificate by the relevant authority that the Developer as Crown lessee under the Crown Lease has complied with all of the building and development covenants under the Crown Lease;

Compliance Date means the date by which the Developer, as Crown lessee under the Crown Lease, must comply with all of the building and development covenants under the Crown Lease (excluding any extension of such date after Completion);

Contract for Sale means the contract for sale between LDA and the Developer in relation to the Land;

Crown Lease means the Crown Lease in respect of the Land;

Developer means the person described in Item 1 of the Reference Schedule;

Development Application means a development application as defined in the Planning Act in relation to the Land;

Development Approval means approval of a Development Application issued by the Planning and Land Authority;

-
- (j) a reference to a bankruptcy or winding up includes bankruptcy, winding up, liquidation, dissolution, becoming an insolvent under administration (as defined in section 9 of the *Corporations Act 2001* (Cth)), being subject to administration and the occurrence of anything analogous or having a substantially similar effect to any of those conditions or matters under the law of any applicable jurisdiction, and to the procedures, circumstances and events which constitute any of those conditions or matters;
 - (k) words and expressions defined in the GST Law have the same meaning in clauses concerning GST;
 - (l) where an expression is defined anywhere in this Agreement, it has the same meaning throughout;
 - (m) a reference to "dollars" or "\$" is to an amount in Australian currency; and
 - (n) a reference to a matter being "to the knowledge" of a person means that the matter is to the best of the knowledge and belief of that person after making enquiries reasonable in the circumstances.

1.3 In this Agreement, headings are for convenience of reference only and do not affect interpretation.

2. Term

- 2.1 This Agreement commences upon execution by the Parties.
 - 2.2 This Agreement ceases to have effect upon each of the Parties having complied with all of their obligations under this Agreement.
-

3. Development must accord with this Agreement

- 3.1 The Developer must develop the Land in accordance with the provisions of this Agreement.
 - 3.2 Each Schedule to this Agreement constitutes a separate and distinct set of obligations and rights from each other Schedule unless specifically stated or the context requires otherwise.
-

4. LDA endorsement of Initial Development Application

- 4.1 Prior to lodging any Development Application with the Planning and Land Authority the Developer must:
 - (a) consult with the LDA in accordance with clause 6;
 - (b) obtain the endorsement of TAMSD in respect of all improvements to the Parkland that are required as part of the Developer's Works and its agreement to accept responsibility for the Parkland following subdivision of the Land;
 - (c) submit the draft of the Initial Development Application to the LDA for endorsement; and
 - (d) make all changes to the draft Initial Development Application that are required by the LDA.
- 4.2 The LDA will endorse the Developer's draft Initial Development Application if it:
 - (a) complies with this Agreement and all applicable laws;
 - (b) is substantially in accordance with the schematic development plan for the Land provided by the Developer to the Territory in the Tender;
 - (c) contains written endorsement from TAMSD as required under clause 4.1(b); and
 - (d) includes all changes to the draft Initial Development Application that are required by the LDA.

Security means the security to be provided by the Developer to LDA for the Security Amount pursuant to this Agreement;

Security Amount means one million dollars (\$1,000,000)

- 7.2 The Developer must not sell or assign or agree to sell or assign any interest in the Crown Lease or the Land to any person (**Disponee**) before the date on which LDA is required to release the Security (**Release Date**) unless:
- (a) the Disponee is first approved by the LDA;
 - (b) the terms of any agreement to sale or assignment (**Disposition**) are first approved by the LDA;
 - (c) the Disponee has entered into a deed, on terms approved by LDA, that the Disponee shall be bound by and shall comply with all of the obligations on of the Developer under this Agreement which have not been complied with as at the date of Disposition or which otherwise continue to have effect after the date of the Disposition, as if the Disponee were party to this Agreement from its making;
 - (d) on or prior to the Disposition:
 - (i) the Developer authorises LDA to hold the Security (as from the time of the Disposition) as if it had been provided by the Disponee, or
 - (ii) the Disponee provides substitute Security to LDA, in which case LDA shall within five Business Days after receipt of such substitute Security release to the Developer the Security provided by it (to the extent that LDA has not called on, or is not entitled to call on, that Security).
- 7.3 On completion of any Disposition for which LDA consent is required under this clause 7, the Developer must pay to LDA the amount (if any) by which the price payable by the Disponee for the property exceeds the price paid by the Developer to LDA for the Crown Lease.
- 7.4 Notwithstanding the provisions above, the Developer may enter into agreements for sale before the Release Date in respect of dwellings erected or to be erected on the Land, provided that:
- (a) the Developer ensures that any such agreement is subject to and conditional upon the Developer performing its obligations under this Agreement; and
 - (b) each such agreement includes a condition to that effect.
- 7.5 The Developer must promptly, at the request of LDA, provide LDA with:
- (a) such details as LDA requires in respect of any sale or proposed sale relating to the Land or any dwelling on the Land; and
 - (b) a copy of any agreement made by the Developer in relation to any such sale.

8. Costs and expenses

- 8.1 The Developer must pay to the LDA, within ten Business Days of written notice to do so, the LDA's reasonable costs and expenses (including legal costs) in relation to the exercise or attempted exercise or the preservation of any of the LDA's rights under this Agreement incurred as a consequence of any breach or threatened breach by the Developer.

9. Set-off

- 9.1 The Developer may not raise any set-off, counterclaim or defence in connection with its liabilities under this Agreement.

12. Governing law and jurisdiction

- 12.1 The law of the Australian Capital Territory governs this Agreement.
- 12.2 The parties submit to the non-exclusive jurisdiction of the courts of the Australian Capital Territory and of the Commonwealth of Australia.

13. Counterparts

- 13.1 This Agreement may be executed in any number of counterparts. Each counterpart is an original but the counterparts together are one and the same agreement.

Executed as a deed.

**Executed by the Land Development
Agency ABN 20 419 925 579 by its
authorised Delegate in the presence of:**

Signature of witness

Signature of Delegate

Full name of witness

Full name of Delegate

Executed by [Developer Name]

**in accordance with section 127 of the
Corporations Act 2001 (Cth):**

Signature of director

Signature of company secretary/director

Full name of director

Full name of company secretary/director

-
- (iii) the Parties' rights and obligations in relation to the Permitted Substitute Security are as set out in this Schedule;
 - (e) LDA shall promptly, after its receipt of the Permitted Substitute Security, release to the Developer the Provided Security (to the extent that LDA has not called on, or is not entitled to call on, that Security).
7. In addition to the Security, the Developer charges in favour of the LDA the whole of the Developer's interest in the Land and Crown Lease as further security for the Developer's performance of its obligations under the Agreement.
 8. The Developer acknowledges that the LDA may register, and consents to the LDA registering, a charge or caveat over the Crown Lease, provided that no such charge or caveat shall prevent the registration of a mortgage by the Developer in respect of the Crown Lease.
 9. The LDA must release any charge, and withdraw any caveat registered by the LDA pursuant to this Schedule, within 14 days after the later of the Developer:
 - (f) having complied with all of its obligations under this Schedule; and
 - (g) requesting the LDA to withdraw the caveat and release of charge.

- (b) the terms and conditions contained in the Agreement.
10. The Developer must complete the Developer's Works (or, if applicable, a particular part of the Developer's Works):
- (a) within the applicable time period (if any) specified in the Agreement; or
 - (b) where a time period is not specified for completion of the Developer's Works or (if applicable) any particular part of the Developer's Works, within a reasonable period after Completion and in any event by no later than the Compliance Date.
11. Where the Developer requires access to any unleased Territory land for the purpose of developing the Land, the Developer must obtain from each relevant authority all licences and other approvals necessary for such access, prior to entering onto the relevant unleased Territory land.

Table – Developer's Works

Establishment of Parkland	<ul style="list-style-type: none"> • A continuous ground plane shall extend from the back of the Dickson Place kerb to the new building line. • The combined verge and open space shall be fully accessible to pedestrians and allow for: <ul style="list-style-type: none"> ▪ East west pedestrian flow along the street; ▪ Street trees; ▪ Small scale public events; ▪ Public seating; ▪ Shaded areas for public seating; ▪ Integrated outdoor dining areas; ▪ Bicycle parking; ▪ Drinking fountain; ▪ Public lighting. • The section from the back of kerb to the property boundary shall: <ul style="list-style-type: none"> ▪ Be hard paved; ▪ Include street trees at about 10 metre centres that are planted in structural soils and that are naturally irrigated by stormwater runoff; ▪ Include new street lighting to AS/NZS 4360.2004 Categories V3 and P1. • The section from the property boundary to the building line shall: <ul style="list-style-type: none"> ▪ Complement the verge treatment to create a fully integrated public place; ▪ Include hard and soft landscape treatments; ▪ Include public lighting to AS/NZS 4360.2004 Category P7; ▪ Include public seating equal to at least six standard 2000 bench seats; ▪ Include at least 10 bicycle racks in at least two readily accessible and convenient locations; ▪ Include at least one public drinking fountain.
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Schedule 4 – Verges and Footpaths

- 1.1 If the verges and/or footpaths adjacent to the Land are damaged during construction on the Land, the Developer must repair the damage at its own cost, even if the damage was not caused by the Developer.
- 1.2 Nothing in this clause shall limit the Developer's right to recover its costs, incurred as a consequence of this clause, against any third party who may be responsible for the damage.

AUSTRALIAN CAPITAL TERRITORY

COMMONWEALTH OF AUSTRALIA

DEED OF UNCONDITIONAL UNDERTAKING

- (1/2) **WHEREAS**
(hereinafter called "the Lessee") is or is about to become the Lessee from the Commonwealth of Australia ("the Commonwealth") of land described as Block 20 Section 34 Dickson in the Australian Capital Territory **AND** **WHEREAS** the Lessee is required to furnish to the Australian Capital Territory ("the Territory") security in respect of construction of works on the Block and/or on land near the Block
NOW THIS DEED WITNESSES that at the request of the Lessee and in consideration of the Territory accepting the following undertaking in lieu of the lodgement by the Lessee of a cash security deposit
- (3/4) (hereinafter) called "the Bank"/"Building Society" / "approved Financial Body")
UNCONDITIONALLY UNDERTAKES to pay on demand any sum which may from time to time be demanded by the Territory to a maximum of
- (5) Dollars (\$.....) in the aggregate.
- (4) For this amount the Bank/Building Society/approved Financial Body will be responsible until a notification has been received from the Territory that such sum is no longer required by the Territory for the purposes of the
- (4) Lease or until payment is made to the Chief Finance Officer, Environment and Sustainable Development Directorate by the Bank/Building Society/approved Financial Body of the whole of the said sum.

(4) Should the Territory notify the Bank/Building Society/approved Financial Body that it demands payment to be made to the Territory of the whole or any part or parts of the said sum **IT IS UNCONDITIONALLY AGREED** that such payment or payments will be made forthwith to the Chief Finance Officer, Environment and Sustainable Development Directorate or his or her authorised nominee in Canberra without further reference to the Lessee and notwithstanding any notice given by the Lessee to the Bank/Building Society/approved Financial Body not to pay the same, provided that the liability of the Bank/Building Society/approved Financial Body shall not exceed the sum of

(5) dollars (\$.....) in the aggregate.

(4) The bank/Building Society/approved Financial Body reserves the right to terminate its liability hereunder at any time upon payment to the said Manager in Canberra of the said sum of

(5)dollars (\$.....) or such lesser amount as may be required and specified by the territory.

(4) The territory shall not assign this Deed without the prior written consent of the Bank/Building Society/Approved Financial Body.

(5) Signed, Sealed and Delivered on the

Day of201.....

NOTE: Both statements below **MUST** be completed

STATEMENT AS TO NON-REVOCATION OF POWER OF ATTORNEY (7)
REGISTERED NO:

- (6) I Donee of power of
(7) Attorney Registered No. Hereby state that I have not
received any notice of revocation of the Power.

..... (Signature)

..... (Date)

NOTIFICATION OF RETURN ADDRESS

- When no longer required by the Territory the Undertaking should be returned
to the
(4) branch of the Bank/Building
Society/approved Financial Body.

SIGNED SEALED and)
DELIVERED by)
)

.....)
in the presence of)

.....)
 Witness Name)
)

.....)
 Witness Signature)

.....
Attorney for

.....
Insert Name of Bank/Building Society/approved
Financial Body

Executed under Power of Attorney

Registered No.

Instructions for Completion Form

- (1) Insert correct name of Lessee
- (2) Insert correct description of Lease Land
- (3) Insert correct name of Bank, Building Society or
Approved Financial Body
- (4) Cross out inappropriate words
- (5) Insert correct sum
- (6) Fill in data
- (7) Complete the blank spaces



Returnable Schedule Five: **Consortium Details**

RETURNABLE SCHEDULE 5

CONSORTIUM MEMBERS AND DETAILS (IF APPLICABLE)

	Member # 1	Member # 2	Member # 3
Member's Name & ACN:			
Registered Office:			
Principal Place of Business:			
Date and Place of Incorporation:			
Trading and Business Names:			
Registered Business Number:			
Australian Business Number:			
Registration for GST: Yes / No			
Telephone Number			
Business Telephone:			
After Hours:			
Contact Person			
Name:			
Position:			
Address:			
Telephone Number:			
Fax Number:			
Email Address			
<p>MEMBER DETAILS (AS ABOVE) MUST TO BE PROVIDED FOR EACH CONSORTIUM MEMBER.</p> <p>Attach extra pages as required for any additional consortium members.</p>			

Indicate the nature, structure and shareholding of the tenderer and outline the proposed financial arrangements underpinning the consortium:



Attachment A

Financial Statements - CTUC Limited



Returnable Schedule One: Checklist and Warranty

CANBERRA TRADESMEN'S UNION CLUB LIMITED
ABN 17 098 615 760

FINANCIAL REPORT
FOR THE YEAR ENDED
26 JUNE 2012

CANBERRA TRADESMEN'S UNION CLUB LIMITED
ABN 17 098 615 760

DIRECTORS' REPORT

Your Directors present their report on the Canberra Tradesmen's Union Club Limited (the Company) and its controlled entities for the financial year ended 26 June 2012.

DIRECTORS

The names of directors in office at any time during or since the end of the year are:

Directors	Dean Hall (Chairman)
	Jason O'Mara
	Jason Jennings
	Trevor Scott
	Rod Driver
	Mark Dymock

Secretary/Treasurer	Stephen Brennan
---------------------	-----------------

Directors have been in office since the start of the financial year to date of this report unless otherwise stated.

PRINCIPAL ACTIVITIES

The principal activities of the Company during the financial year were to provide social facilities to members of the Club.

OPERATING RESULTS

The profit/(loss) of the consolidated group for the financial year after providing for income tax amounted to (\$2,117,733) (2011: \$5,508,366).

DIVIDENDS PAID OR RECOMMENDED AND OPTIONS

In accordance with the Articles of Association, the Company is limited by guarantee and accordingly no shares or options over shares or interests in the consolidated group have been issued. The Memorandum of Association precludes the declaration of dividends.

AFTER BALANCE DATE EVENTS

At this stage the Club has subscribed to 4 million \$1 units in Marque Northbourne Limited as trustee for The Marque Northbourne Unit Trust. The Trust is a Special Purpose Trust set up to enter into a 50/50 Joint Venture (JV) with Prime Space as trustee of the Northbourne Trust. The purpose of the JV is to complete a residential development project as tenants in common. The project is known as IQ Apartments.

The JV Parties have agreed:

- A commencing valuation for the Property as at the commencement of the JV Agreement of \$16 million based upon an independent assessment by Knight Frank; and
- A requirement for the JV Parties to contribute equity to the Project of \$21 million based on the lending criteria of the Senior Lender and an appropriate profit and risk ratio for undertaking the Project.

Under the JV Agreement, the Club, through its ownership of the Marque Northbourne Trust, have agreed to retain 56 apartments in the Project, at an adjusted price of 90% of the listed purchase price. Settlement of those 56 apartments is to occur via a partition agreement as part of the JV Agreement.

The returns from the Project will be by way of development profit payable to the JV Parties. Given the Project is for the construction of 230 apartments and 7 commercial units, the full development profit and return of equity in the Project will not be crystallised until the 230 apartments and 7 commercial units are sold and settlement

CANBERRA TRADESMEN'S UNION CLUB LIMITED
ABN 17 098 615 760

DIRECTORS' REPORT

AFTER BALANCE DATE EVENTS (CONTINUED)

funds received from purchasers. It is estimated the duration of this investment will be 24 months. The timeframe is based on the estimated time for construction and settlement of IQ Properties.

At the date of these financials there exist certain conditions precedent that have not yet been satisfied but we have no reason to believe that they will not be successfully concluded and hence permitting the project to commence.

OBJECTIVES

The Company's short term objectives are:

- Be a recognised leader in the provision of club and community services as evidenced by the success of our programs and practices.
- Continue with the provision of entertainment services that strengthen the relationship with our members.
- Increase our membership by providing a Club venue that is attractive to all members of our community and which will foster strong relationships.

The Company's long term objectives are:

- Establish and maintain relationships that foster social inclusion of our members and community reconnection with our main venue; and
- Be sustainable and strive for continuous improvement so as to offer the best possible outcomes for our membership base and to achieve our community objectives as set from time to time.

FUTURE DEVELOPMENTS & STRATEGIES

The likely developments in the operations of the Company are that it will continue to focus on the provision of quality member services. Disclosure of more specific information regarding strategies & future developments is likely to result in unreasonable prejudice to the Company.

ENVIRONMENTAL ISSUES

The consolidated group's operations are not regulated by any significant environmental regulation under a law of the Commonwealth or of a state or territory.

INDEMNIFYING OFFICERS OR AUDITOR

During the financial year the Company has paid insurance premiums to insure each director against liabilities for costs and expenses incurred by them in defending any legal proceedings arising out of their conduct while acting in the capacity of director of the Company, other than conduct involving a wilful breach of duty in relation to the Company. The limit of indemnity is \$10,000,000.

PROCEEDINGS ON BEHALF OF COMPANY

No person has applied for leave of Court to bring proceedings on behalf of the Company or intervene in any proceedings to which the Company is a party for the purpose of taking responsibility on behalf of the Company for all or any part of those proceedings.

The Company was not a party to any such proceedings during the year.

CANBERRA TRADESMEN'S UNION CLUB LIMITED
ABN 17 098 615 760

DIRECTORS' REPORT

INFORMATION ON DIRECTORS

No director has received or become entitled to receive, during or since the financial year, a benefit because of a contract made by the company, controlled entity or related body corporate with a director, a firm of which the director is a member or an entity in which the director has a substantial financial interest.

DIRECTORS' QUALIFICATIONS

Dean Hall

- Club Director for 5 years
- Bachelor of Education
- Bachelor of Social Work
- Cert IV Workplace Trainer and Assessor

Jason O'Mara

- President ACT branch CFMEU 2005 - 2010
- Currently ACT CFMEU branch assistant secretary
- Certificate IV Occupational Health and Safety
- Certificate IV Workplace training and assessing
- Certificate IV auditing OHS management systems
- Company director of CITEA, CISC, WTUC and CTUC

Jason Jennings

- Director
- Certificate IV in Workplace Training and Assessing
- Coordinator Building Trades Group Drug and Alcohol Programme
- CFMEU Member
- Club Director 2 years

Trevor Scott

- Tradesman Painter & Decorator
- Club Director for 10 years
- Club President for 15 years
- Director Northside Community Service

Rod Driver

- Company Director/Secretary/Public officer
- Clerk of Works Certificate (Building Industry)
- Justice of the Peace
- Club Director for 10 years

Mark Dymock

- Tradesman painter, decorator & signwriter
- Certificate IV Workplace Trainer & Assessor
- Certificate IV Occupational Health & Safety
- RG 146 Superannuation Industry
- Club Director for 10 years

COMPANY SECRETARY

The following person held the position of company secretary at the end of the financial year:

Stephen Brennan

- Company Secretary
- Bachelor of Business (Major in Accounting)
- Member of National Tax and Accountants Association

CANBERRA TRADESMEN'S UNION CLUB LIMITED
ABN 17 098 615 760

DIRECTORS' REPORT

MEETINGS OF DIRECTORS

During the financial year, 13 meetings were held. Attendances were:

Director	Directors' Meetings	
	Number eligible to attend	Number Attended
Dean Hall	13	11
Jason O'Mara	13	11
Jason Jennings	13	10
Trevor Scott	13	12
Rod Driver	13	9
Mark Dymock	13	12

The company is incorporated under the *Corporations Act 2001* and is a company limited by guarantee. If the company is wound up, the constitution states that each member is required to contribute a maximum of \$2 each towards meeting any outstanding obligations of the company. At 26 June 2012, the total amount that members of the company are liable to contribute if the company is wound up is \$2 (2011: \$2).

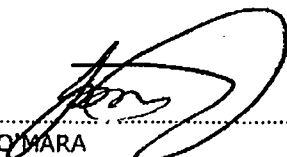
AUDITOR'S INDEPENDENCE DECLARATION

A copy of the auditor's independence declaration as required under section 307C of the *Corporations Act 2001* is set out on page 7.

Signed in accordance with the resolution of the Board of Directors.



.....
DEAN HALL
Director



.....
JASON O'MARA
Director

Date:³⁰..... October 2012



RSM Bird Cameron Partners

RSM Bird Cameron Partners

Level 1, 103-105 Northbourne Avenue Canberra ACT 2601

GPO Box 200 Canberra ACT 2601

T +61 2 6247 5988 F +61 2 6252 8633

www.rsmi.com.au

AUDITOR'S INDEPENDENCE DECLARATION

As lead auditor for the audit of the financial report of Canberra Tradesmen's Union Club Limited for the period ended 26 June 2012, I declare that, to the best of my knowledge and belief, there have been no contraventions of:

- (i) the auditor independence requirements of the *Corporations Act 2001* in relation to the audit; and
- (ii) any applicable code of professional conduct in relation to the audit.

RSM Bird Cameron Partners

RSM Bird Cameron Partners

Chartered Accountants

G M Stenhouse

G M STENHOUSE

Partner

Canberra, Australia

Dated: 30 October 2012

INDEPENDENT AUDITOR'S REPORT
TO THE MEMBERS OF
CANBERRA TRADESMEN'S UNION CLUB LIMITED

We have audited the accompanying financial report of Canberra Tradesmen's Union Club Limited, which comprises the consolidated balance sheet as at 26 June 2012, and the consolidated statement of comprehensive income, consolidated statement of changes in equity and consolidated cash flow statement for the period then ended, notes comprising a summary of significant accounting policies and other explanatory information, and the directors' declaration of the consolidated entity comprising the company and the entities it controlled at the period's end or from time to time during the financial period.

Directors' Responsibility for the Financial Report

The directors of the company are responsible for the preparation of the financial report that gives a true and fair view in accordance with Australian Accounting Standards and the *Corporations Act 2001* and for such internal control as the directors determine is necessary to enable the preparation of the financial report that is free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

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

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

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

Independence

In conducting our audit, we have complied with the independence requirements of the *Corporations Act 2001*. We confirm that the independence declaration required by the *Corporations Act 2001*, which has been given to the directors of Canberra Tradesmen's Union Club Limited, would be in the same terms if given to the directors as at the time of this auditor's report.



RSM Bird Cameron Partners

Opinion

In our opinion the financial report of Canberra Tradesmen's Union Club Limited is in accordance with the *Corporations Act 2001*, including:

- (i) giving a true and fair view of the consolidated entity's financial position as at 26 June 2012 and of its performance for the period ended on that date; and
- (ii) complying with Australian Accounting Standards and the *Corporations Regulations 2001*.

RSM Bird Cameron Partners

RSM Bird Cameron Partners
Chartered Accountants

(G M Stenhouse)

G M STENHOUSE
Partner

Canberra, Australia
Dated: 30 October 2012

CANBERRA TRADESMEN'S UNION CLUB LIMITED
ABN 17 098 615 760

DIRECTORS' DECLARATION

The directors of the Company declare that:

1. The financial statements and notes, as set out on pages 11 to 49 are in accordance with *Corporations Act 2001*:
 - (a) comply with Australian Accounting Standards; and
 - (b) give a true and fair view of the financial position as at 26 June 2012 and of the performance for the year ended on that date of the Company and the consolidated entity;
2. In the director's opinion there are reasonable grounds to believe that the Company will be able to pay its debts as and when they become due and payable.

This declaration is made in accordance with a resolution of the Board of Directors.

Director 

DEAN HALL

Director 

JASON O'MARA

Dated this 30 October 2012

Canberra, ACT

CANBERRA TRADESMEN'S UNION CLUB LIMITED
ABN 17 098 615 760

CONSOLIDATED STATEMENT OF COMPREHENSIVE INCOME
FOR THE YEAR ENDED 26 JUNE 2012

	Note	Consolidated Group	
		2012	2011
		\$	\$
Revenue	2	23,825,494	23,670,286
Cost of sales		(1,799,661)	(1,687,408)
Employee benefits expense		(7,137,776)	(7,225,003)
Depreciation and amortisation expense		(3,410,954)	(3,464,365)
Finance cost expense - external		(506,556)	(575,284)
Impairment expense	3	(1,304,421)	(5,958,974)
Other expenses	3	(12,026,515)	(10,522,563)
Gain on fair value revaluation of investment property		288,003	-
Share of net profits of associated companies accounted for using the equity method		-	-
Loss before income tax		(2,072,386)	(5,763,311)
Income tax expense	4	(45,347)	254,945
NET LOSS FOR THE PERIOD		(2,117,733)	(5,508,366)
Other comprehensive income			
Fair value revaluation of land and buildings		8,858,331	-
Fair value gains on available-for-sale financial assets		32,289	-
TOTAL COMPREHENSIVE INCOME FOR THE PERIOD		6,772,887	(5,508,366)
Loss for the period is attributable to:			
Non-controlling interest		-	-
Owners of the parent		6,772,887	(5,508,366)
		6,772,887	(5,508,366)
Total comprehensive income for the period is attributable to:			
Non-controlling interest		-	-
Owners of the parent		6,772,887	(5,508,366)
		6,772,887	(5,508,366)

The accompanying notes form part of these financial statements.

CANBERRA TRADESMEN'S UNION CLUB LIMITED
ABN 17 098 615 760

CONSOLIDATED STATEMENT OF FINANCIAL POSITION
AS AT 26 JUNE 2012

	Note	Consolidated Group 2012 \$	2011 \$
ASSETS			
CURRENT ASSETS			
Cash and cash equivalents	7	6,570,348	5,890,862
Trade and other receivables	8	507,870	1,531,421
Inventories	9	101,189	110,485
Other assets	10	306,593	208,247
Financial assets	12	-	-
Current tax asset	18(b)	83,818	72,639
TOTAL CURRENT ASSETS		7,569,818	7,813,654
NON-CURRENT ASSETS			
Trade and other receivables	8	28,214	-
Investment property	11	6,001,521	6,258,074
Financial assets	12	3,980,013	4,019,360
Property, plant and equipment	14	40,241,723	32,964,969
Intangible assets	15	69,180	1,007,081
Deferred tax assets	18	68,804	114,151
TOTAL NON-CURRENT ASSETS		50,389,455	44,363,635
TOTAL ASSETS		57,959,273	52,177,289
CURRENT LIABILITIES			
Trade and other payables	16	2,065,120	2,239,564
Short-term financial liabilities	17	6,057,105	569,458
Current tax liabilities	18(a)	-	-
Other liabilities	19	313,667	331,619
Short-term provisions	20	353,534	393,333
TOTAL CURRENT LIABILITIES		8,789,426	3,533,974
NON-CURRENT LIABILITIES			
Long-term financial liabilities	17	-	6,268,126
Deferred tax liabilities	18	-	-
Long-term provisions	20	66,843	45,072
TOTAL NON-CURRENT LIABILITIES		66,843	6,313,198
TOTAL LIABILITIES		8,856,269	9,847,172
NET ASSETS		49,103,004	42,330,117
EQUITY			
Retained earnings		49,103,004	42,330,117
Minority Interest		-	-
TOTAL EQUITY		49,103,004	42,330,117

The accompanying notes form part of these financial statements.

CANBERRA TRADESMEN'S UNION CLUB LIMITED
ABN 17 098 615 760

CONSOLIDATED STATEMENT OF CHANGES IN EQUITY
FOR THE YEAR ENDED 26 JUNE 2012

Consolidated Group	Financial Asset Reserve \$	Asset Revaluation Reserve \$	Retained earnings \$	Non Controlling Interest \$	Total \$
Balance at 29 June 2010	-	102,711	47,838,483	210,763	48,151,957
Deficit for the year attributable to members of the economic entity	-	(102,711)	(5,508,366)	(210,763)	(5,821,840)
Other comprehensive income for the year	-	-	-	-	-
Balance at 28 June 2011	-	-	42,330,117	-	42,330,117
Surplus/(Deficit) for the year attributable to members of the economic entity	-	-	(2,117,733)	-	(2,117,733)
Other comprehensive Income for the year	32,289	8,858,331	-	-	8,890,620
Balance at 26 June 2012	32,289	8,858,331	40,212,384	-	49,103,004

The accompanying notes form part of these financial statements

CANBERRA TRADESMEN'S UNION CLUB LIMITED
ABN 17 098 615 760

STATEMENT OF CASHFLOWS
FOR THE YEAR ENDED 26 JUNE 2012

	NOTE	Consolidated Group	
		2012 \$	2011 \$
CASH FLOW FROM OPERATING ACTIVITIES			
Receipts from members		25,016,109	23,965,395
Dividends received		11,455	10,886
Interest received		242,509	534,640
Rent received		819,667	283,731
Income tax refund		72,637	-
Other revenue		925,000	-
Payments to suppliers and employees		(23,513,877)	(21,589,836)
Financing costs paid		(457,063)	(528,709)
Income tax paid		(83,817)	(180,793)
Net cash provided by operating activities	24(a)	3,032,620	2,495,314
CASH FLOW FROM INVESTING ACTIVITIES			
Proceeds from sale of property, plant and equipment		85,288	90,040
Proceeds from sale of investment property		-	848,932
Proceeds from investments		71,667	7,210,467
Loans from related parties		-	803
Purchase of property, plant and equipment		(1,700,301)	(8,834,006)
Loans to related parties		-	(1,541,103)
Purchase of investment		(28,214)	(324,361)
Payments to associated entities		(211,021)	-
Net cash provided by/(used in) investing activities		(1,782,581)	(2,549,228)
CASH FLOW FROM FINANCING ACTIVITIES			
Repayment of borrowings		(570,553)	(656,053)
Proceeds from borrowings		-	1,000,000
Net cash (used in)/provided by financing activities		(570,553)	343,947
Net increase in cash held		679,486	290,033
Cash at the beginning of the financial year		5,890,862	5,600,829
Cash at the end of the financial year	7(a)	6,570,348	5,890,862

The accompanying notes form part of these financial statements.

CANBERRA TRADESMEN'S UNION CLUB LIMITED
ABN 17 098 615 760

NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED 26 JUNE 2012

NOTE 1 – STATEMENT OF SIGNIFICANT ACCOUNTING POLICIES

This financial report includes the consolidated financial statements and notes of Canberra Tradesmen's Union Club Limited and controlled entities as a consolidated group. The parent entity is the Canberra Tradesmen's Union Club Limited, a company limited by guarantee, incorporated and domiciled in Australia. The subsidiary entities are Hadwon Pty Limited and Raymel Holdings Pty Limited.

Basis of Preparation

The financial report is a general purpose financial report that has been prepared in accordance with Australian Accounting Standards, Australian Accounting Interpretations, other authoritative pronouncements of the Australian Accounting Standards Board and the *Corporations Act 2001*.

Australian Accounting Standards set out accounting policies that the AASB has concluded would result in a financial report containing relevant and reliable information about transactions, events and conditions to which they apply. Material accounting policies adopted in the preparation of this financial report are presented below. They have been consistently applied unless otherwise stated.

The financial report has been prepared on an accruals basis and is based on historical costs, modified, where applicable, by the measurement at fair value of selected non-current assets, financial assets and financial liabilities.

Accounting Policies

(a) Principles of Consolidation

A controlled entity is any entity the Canberra Tradesmen's Union Club Limited has the power to govern the financial and operating policies of an entity so as to obtain benefits from its activities. In assessing the power to govern, the existence and effect of holdings of actual and potential voting rights are considered.

Details regarding the controlled entities are contained in Note 13 to the financial statements. The controlled entities have a 26 June financial year end.

As at reporting date, the assets and liabilities of the controlled entities have been incorporated into the consolidated financial statements as well as its results for the year then ended.

All inter-group balances and transactions between entities in the consolidated group, including any unrealised profits or losses, have been eliminated on consolidation. Accounting policies of the subsidiaries have been changed where necessary to ensure consistency with those adopted by the parent entity.

Non controlling interests, being that portion of the profit or loss and net assets of subsidiaries attributable to equity interests held by person outside the group, are shown separately within the Equity section of the consolidated Balance Sheet and in the consolidated Comprehensive Income Statement.

Subsidiaries are fully consolidated from the date on which control is obtained by the group and ceases to be consolidated from the date on which control is transferred out of the group.

Business Combinations

Business combinations occur where control over another business is obtained and results in the consolidation of its assets and liabilities. All business combinations, including those involving entities under common control, are accounted for by applying the purchase method. The purchase method requires an acquirer of the business to be identified and for the cost of the acquisition and fair values of identifiable assets, liabilities and contingent liabilities to be determined as at acquisition date, being the date that control is obtained. Cost is determined as the aggregate of fair values of assets given, equity issued and liabilities assumed in exchange for control together with costs directly attributable to the business combination. Any deferred consideration payable is discounted to present value using the entity's incremental borrowing rate.

NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED 26 JUNE 2012

NOTE 1 – STATEMENT OF SIGNIFICANT ACCOUNTING POLICIES (continued)

(a) Principles of Consolidation (continued)

Goodwill is recognised initially at the excess of cost over the acquirer's interest in the net fair value of the identifiable assets, liabilities and contingent liabilities recognised. If the fair value of the acquirer's interest is greater than cost, the surplus is immediately recognised in profit or loss.

(b) Income Tax

The Income tax expense (income) for the year comprises current income tax expense (income) and deferred tax expense (Income).

Current income tax expense charged to the profit or loss is the tax payable on taxable income calculated using applicable income tax rates enacted, or substantially enacted, as at reporting date. Current tax liabilities (assets) are therefore measured at the amounts expected to be paid to (recovered from) the relevant taxation authority.

Deferred income tax expense reflects movements in deferred tax asset and deferred tax liability balances during the year as well unused tax losses.

Current and deferred income tax expense (income) is charged or credited directly to equity instead of the profit or loss when the tax relates to items that are credited or charged directly to equity.

Deferred tax assets and liabilities are ascertained based on temporary differences arising between the tax bases of assets and liabilities and their carrying amounts in the financial statements. Deferred tax assets also result where amounts have been fully expensed but future tax deductions are available. No deferred income tax will be recognised from the initial recognition of an asset or liability, excluding a business combination, where there is no effect on accounting or taxable profit or loss.

Deferred tax assets and liabilities are calculated at the tax rates that are expected to apply to the period when the asset is realised or the liability is settled, based on tax rates enacted or substantively enacted at reporting date.

Their measurement also reflects the manner in which management expects to recover or settle the carrying amount of the related asset or liability.

Deferred tax assets relating to temporary differences and unused tax losses are recognised only to the extent that it is probable that future taxable profit will be available against which the benefits of the deferred tax asset can be utilised.

Where temporary differences exist in relation to investments in subsidiaries, branches, associates, and joint ventures, deferred tax assets and liabilities are not recognised where the timing of the reversal of the temporary difference can be controlled and it is not probable that the reversal will occur in the foreseeable future.

Current tax assets and liabilities are offset where a legally enforceable right of set-off exists and it is intended that net settlement or simultaneous realisation and settlement of the respective asset and liability will occur. Deferred tax assets and liabilities are offset where a legally enforceable right of set-off exists, the deferred tax assets and liabilities relate to income taxes levied by the same taxation authority on either the same taxable entity or different taxable entities where it is intended that net settlement or simultaneous realisation and settlement of the respective asset and liability will occur in future periods in which significant amounts of deferred tax assets or liabilities are expected to be recovered or settled.

Tax Consolidation

The Canberra Tradesmen's Union Club Ltd and its wholly-owned Australian subsidiary have formed an income tax consolidated group under tax consolidation legislation. Each entity in the group recognises its own current and deferred tax assets and liabilities. Such taxes are measured using the 'stand-alone taxpayer' approach to allocation.

NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED 26 JUNE 2012

NOTE 1 – STATEMENT OF SIGNIFICANT ACCOUNTING POLICIES (continued)

(b) Income Tax (continued)

Current tax liabilities (assets) and deferred tax assets arising from unused tax losses and tax credits in the subsidiary are immediately transferred to the head entity. The group notified the Australian Tax Office that it had formed an income tax consolidated group to apply from 1 July 2006. The tax consolidated group has entered a tax funding arrangement whereby each company in the group contributes to the income tax payable by the group in proportion to their contribution to the group's taxable income. Differences between the amounts of net tax assets and liabilities derecognised and the net amounts recognised pursuant to the funding arrangement are recognised as either a contribution by, or distribution to the head entity.

(c) Inventories

Inventories are measured at the lower of cost and net realisable value.

(d) Property, Plant and Equipment

Each class of property, plant and equipment is carried at cost or fair value less, where applicable, any accumulated depreciation and impairment losses.

Property

Leasehold land and buildings are measured at their fair value (being the amount for which an asset could be exchanged between knowledgeable willing parties in an arm's length transaction) and disclosed as cost less depreciation and impairment losses. The fair value of land and buildings is obtained on a periodic, but at least triennial, basis by external independent valuers, less subsequent depreciation for buildings.

Increases in the carrying amount arising on revaluation of land and buildings are credited to a revaluation reserve in equity. Increases that offset previous decreases of the same asset are charged to the comprehensive income statement. Decreases that offset previous increases of the same asset are charged against fair value reserves directly in equity; all other decreases are charged to the income statement. Each year the difference between depreciation based on the revalued carrying amount of the asset charged to the income statement and depreciation based on the asset's original cost is transferred from the revaluation reserve to retained earnings.

Plant and Equipment

Plant and equipment are measured on the cost basis less depreciation and impairment losses.

The carrying amount of plant and equipment is reviewed annually by directors to ensure it is not in excess of the recoverable amount from these assets. The recoverable amount is assessed on the basis of the expected net cash flows that will be received from the assets employment and subsequent disposal. The expected net cash flows have been discounted to their present values in determining recoverable amounts.

The cost of fixed assets constructed within the consolidated group includes the cost of materials, direct labour, borrowing costs and an appropriate proportion of fixed and variable overheads.

Subsequent costs are included in the asset's carrying amount or recognised as a separate asset, as appropriate, only when it is probable that future economic benefits associated with the item will flow to the group and the cost of the item can be measured reliably. All other repairs and maintenance are charged to the income statement during the financial period in which they are incurred.

CANBERRA TRADESMEN'S UNION CLUB LIMITED
ABN 17 098 615 760

NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED 26 JUNE 2012

NOTE 1 – STATEMENT OF SIGNIFICANT ACCOUNTING POLICIES (continued)

(d) Property, Plant and Equipment (continued)

Depreciation

The depreciable amount of all fixed assets including building and capitalised lease assets, but excluding leasehold land, is depreciated over their useful lives to the consolidated entity commencing from the time the asset is held ready for use. Leasehold improvements are depreciated over the shorter of either the unexpired period of the lease or the estimated useful lives of the improvements.

The depreciation rates used for each class of depreciable assets are:

Class of fixed assets	Depreciation Rate
Buildings	2.5%
Plant and equipment	5% - 37.5%
Furniture and fittings	5% - 37.5%
Motor vehicles	12.5% - 25%
Software	20%

The assets' residual values and useful lives are reviewed, and adjusted if appropriate, at each balance sheet date.

An asset's carrying amount is written down immediately to its recoverable amount if the asset's carrying amount is greater than its estimated recoverable amount.

Gains and losses on disposals are determined by comparing proceeds with the carrying amount. These gains or losses are included in the income statement. When revalued assets are sold, amounts included in the revaluation reserve relating to that asset are transferred to retained earnings.

(e) Investment Property

Investment property, comprising holiday accommodation and commercial offices, is held to generate rental yields and capital growth. All tenant leases are on an arm's length basis. Investment property is carried at fair value, assessed annually by directors. Valuations are conducted by independent valuers when the carrying value of investment property is determined to be materially different from its fair value. Changes to the fair value are recorded in the Comprehensive income statement.

(f) Investments in Associates

Investments in associate companies are recognised in the financial statements by applying the equity method of accounting. The equity method of accounting recognises the Club's share of post acquisition reserves of its associates.

Associated entities are those that the directors have determined that the Club has a significant influence, but not controlling interest, by means of the level of equity held and the relationship to the Club and the directors.

(g) Intangibles

Poker Machine Licenses and Computer Software

Poker machine licenses and computer software are recognised at cost of acquisition. Poker machine licenses and computer software are carried at cost less any accumulated amortisation and any impairment losses.

(h) Financial Instruments

Recognition and Initial Measurement

Financial instruments, incorporating financial assets and financial liabilities, are recognised when the entity becomes a party to the contractual provisions of the instrument.

NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED 26 JUNE 2012

NOTE 1 – STATEMENT OF SIGNIFICANT ACCOUNTING POLICIES (continued)

(h) Financial Instruments (continued)

Trade date accounting is adopted for financial assets that are delivered within timeframes established by marketplace convention.

Financial instruments are initially measured at fair value plus transaction costs where the instrument is not classified as at fair value through profit or loss. Transaction costs related to instruments classified as at fair value through profit or loss are expensed to profit or loss immediately. Financial instruments are classified and measured as set out below.

Derecognition

Financial assets are derecognised where the contractual rights to receipt of cash flows expire or the asset is transferred to another party, whereby the entity is no longer has any significant continuing involvement in the risks and benefits associated with the asset. Financial liabilities are derecognised where the related obligations are either discharged, cancelled or expire. The difference between the carrying value of the financial liability extinguished or transferred to another party and the fair value of consideration paid, including the transfer of non-cash assets or liabilities assumed is recognised in profit or loss.

Classification and Subsequent Measurement

(i) Financial assets at fair value through profit or loss

Financial assets are classified at fair value through profit or loss when they are held for trading for the purpose of short term profit taking, where they are derivatives not held for hedging purposes, or designated as such to avoid an accounting mismatch or to enable performance evaluation where a group of financial assets is managed by key management personnel on a fair value basis in accordance with a documented risk management or investment strategy. Realised and unrealised gains and losses arising from changes in fair value are included in profit or loss in the period in which they arise.

(ii) Loans and receivables

Loans and receivables are non-derivative financial assets with fixed or determinable payments that are not quoted in an active market and are subsequently measured at amortised cost using the effective interest rate method.

(iii) Held-to-maturity investments

Held-to-maturity investments are non-derivative financial assets that have fixed maturities and fixed or determinable payments, and it is the group's intention to hold these investments to maturity. They are subsequently measured at amortised cost using the effective interest rate method.

(iv) Available-for-sale financial assets

Available-for-sale financial assets are non-derivative financial assets that are either designated as such or that are not classified in any of the other categories. They comprise investments in the equity of other entities where there is neither a fixed maturity nor fixed or determinable payments.

(v) Financial liabilities

Non-derivative financial liabilities (excluding financial guarantees) are subsequently measured at amortised cost using the effective interest rate method.

NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED 26 JUNE 2012

NOTE 1 - STATEMENT OF SIGNIFICANT ACCOUNTING POLICIES (continued)

(h) Financial Instruments (continued)

Fair value

Fair value is determined based on current bid prices for all quoted investments. Valuation techniques are applied to determine the fair value for all unlisted securities, including recent arm's length transactions, reference to similar instruments and option pricing models.

Impairment

At each reporting date, the group assesses whether there is objective evidence that a financial instrument has been impaired. In the case of available-for-sale financial instruments, a prolonged decline in the value of the instrument is considered to determine whether an impairment has arisen. Impairment losses are recognised in the income statement.

(i) Impairment of Assets

At each reporting date, the company reviews the carrying values of its tangible and intangible assets to determine whether there is any indication that those assets have been impaired. If such an indication exists, the recoverable amount of the asset, being the higher of the asset's fair value less costs to sell and value in use, is compared to the asset's carrying value. Any excess of the asset's carrying value over its recoverable amount is expensed to the income statement.

Where the future economic benefits of the asset are not primarily dependent upon the asset's ability to generate net cash inflows and when the entity would, if deprived of the asset, replace its remaining future economic benefits, value in use is the depreciated replacement cost of an asset.

Where it is not possible to estimate the recoverable amount of an individual asset, the company estimates the recoverable amount of the cash-generating unit to which the asset belongs.

(j) Employee Benefits

Provision is made for the entity's liability for employee benefits arising from services rendered by employees to Balance Sheet date. Employee benefits expected to be settled within one year together with benefits arising from wages, salaries and annual leave which may be settled after one year, have been measured at the amounts expected to be paid when the liability is settled. Other employee benefits payables later than one year have been measured at the net present value.

Contributions are made by the entity to an employee superannuation fund and charged as expenses when incurred.

Provision is made for the company's liability for employee benefits arising from services rendered by employees to balance date. Employee benefits that are expected to be settled within one year have been measured at the amounts expected to be paid when the liability is settled. Employee benefits payable later than one year have been measured at the present value of the estimated future cash outflows to be made for those benefits. Those cashflows are discounted using market yields on national government bonds with terms to maturity that match the expected timing of cashflows.

(k) Provisions

Provisions are recognised when the group has legal or constructive obligation, as a result of past events, for which it is probable that an outflow of economic benefits will result and that outflow can be reliably measured.

(l) Cash and Cash Equivalents

Cash and cash equivalents include cash on hand, deposits held at call with banks, other short-term highly liquid investments with original maturities of three months or less, and bank overdrafts. Bank overdrafts are shown within short-term borrowings in current liabilities on the balance sheet.

NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED 26 JUNE 2012

NOTE 1 - STATEMENT OF SIGNIFICANT ACCOUNTING POLICIES (continued)

(m) Revenue and Other Income

Revenue from the sale of goods is recognised upon the delivery of the goods to customers.

Revenue from the rendering of a service is recognised upon the delivery of the service to customers.

Interest revenue is recognised using the effective interest rate method, which, for floating rate financial assets is the rate inherent in the instrument.

Dividend revenue is recognised when the right to receive a dividend has been established. Dividends received from associates and joint venture entities are accounted for in accordance with the equity method of accounting.

All revenue is stated net of the amount of goods and services tax (GST).

(n) Borrowing Costs

Borrowing costs directly attributable to the acquisition, construction or production of assets that necessarily take a substantial period of time to prepare for their intended use or sale, are added to the cost of those assets, until such time as the assets are substantially ready for their intended use or sale.

All other borrowing costs are recognised in income in the period in which they are incurred.

(o) Goods and Services Tax (GST)

Revenues, expenses and assets are recognised net of the amount of GST, except where the amount of GST incurred is not recoverable from the Australian Taxation Office. In these circumstances the GST is recognised as part of the cost of acquisition of the asset or as part of an item of the expense. Receivables and payables in the balance sheet are shown inclusive of GST.

Cash flows are presented in the cash flow statement on a gross basis, except for the GST component of investing and financing activities, which are disclosed as operating cash flows.

(p) Comparative Figures

Where required by Accounting Standards comparative figures have been adjusted to conform with changes in presentation for the current financial year.

(q) Critical accounting estimates and judgments

The directors evaluate estimates and judgements incorporated into the financial report based on historical knowledge and best available current information. Estimates assume a reasonable expectation of future events and are based on current trends and economic data, obtained both externally and within the group.

Key estimates - Impairment

The entity assesses impairment at each reporting date by evaluating the conditions specific to the group that may lead to impairment of assets. Where an impairment trigger exists, the recoverable amount of the asset is determined. Fair value less costs to sell or current replacement cost calculations performed in assessing recoverable amounts incorporate a number of key estimates.

The financial report was authorised for issue on 30 October 2012 by the Board of Directors.

CANBERRA TRADESMEN'S UNION CLUB LIMITED
ABN 17 098 615 760

NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED 26 JUNE 2012

NOTE 2 – REVENUE

	Consolidated Group	
	2012	2011
	\$	\$
Operating activities		
Sales of goods	6,120,628	5,340,046
Service revenue	16,596,470	16,002,948
Rent received	819,667	607,808
Discounts received	6,213	8,957
Dividends received – external	11,485	10,959
Interest received – external	242,509	534,640
Profit/(Loss) on sale of fixed assets	26,799	152,253
Profit/(Loss) on sale of investments	-	(203,339)
Insurance proceeds received	1,723	1,216,014
Total revenue from operating activities	<u><u>23,825,494</u></u>	<u><u>23,670,286</u></u>

NOTE 3 – OTHER EXPENSES

	Consolidated Group	
	2012	2011
	\$	\$
Administration expenses	2,399,512	2,218,652
Advertising and promotions	2,038,930	1,535,718
Rates and taxes	3,241,409	3,048,789
Sponsorship and donations	786,457	1,156,192
Utilities	557,447	531,009
Other operating expenses	3,002,760	2,032,203
Total other expenses	<u><u>12,026,515</u></u>	<u><u>10,522,563</u></u>
Impairment expense		
Impairment of Plant and Equipment	-	350,605
Impairment of Land and Building	-	4,855,919
Impairment of investment property	1,304,421	752,450
Total impairment expense	<u><u>1,304,421</u></u>	<u><u>5,958,974</u></u>

CANBERRA TRADESMEN'S UNION CLUB LIMITED
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NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED 26 JUNE 2012

Consolidated Group

	2012	2011
	\$	\$

NOTE 4 – INCOME TAX EXPENSE

The components of tax expense comprise:

Current tax	-	-
Deferred tax from timing differences	3,619	(289,445)
Recoupment of prior year tax losses	1,559	34,500
(Over)/Under provision in respect of prior years	-	-
Benefit from previously unrecognised tax loss used to reduce current tax expense	40,169	-
	45,347	(254,945)

The prima facie tax on profit from ordinary activities before income tax is reconciled to the income tax as follows:

Prima facie tax payable on profit from ordinary activities before income tax at 30% (2011: 30%)

- Consolidated group	(230,387)	(1,823,059)
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Add:

Tax effect of:

- Other non allowable items	5,194,449	6,459,481
- Deferred tax asset no longer recognised	1,559	34,500
- Revaluation of investments not subject to income tax	65,275	-
- Share of net profits of subsidiaries	-	15,929
	5,261,283	6,509,910

Less:

Tax effect of:

- Rebatable fully franked dividends	4,921	4,697
- Investment allowance	-	69,352
- Deductible investment expenses	-	44,292
- Over provision for income tax in prior years	-	-
- Deferred tax adjustment on revaluation of assets not recognised as does not meet the probability criteria	-	-
- Revaluation of shares not subject to income tax	-	-
- Share of net profits of associated entities	3,900	-
- Non-taxable income	4,998,542	4,743,917
- Deferred tax liability no longer recognised	-	79,538
	5,007,363	4,941,796

Tax losses not brought to account as the probability criteria is not likely met

21,814

Income tax attributable to consolidated entity

45,347

(254,945)

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NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED 26 JUNE 2012

NOTE 5 – KEY MANAGEMENT PERSONNEL COMPENSATION

	Short-term benefits \$	Post employment benefits \$	Total \$
2012			
Total Compensation	657,101	65,225	722,326
2011			
Total Compensation	637,892	62,548	700,440

Consolidated Group

2012	2011
\$	\$

NOTE 6 – AUDITOR'S REMUNERATION

Remuneration of the auditor of the parent entity for:

- audit of the financial statements	45,000	61,800
- accounting assistance	-	3,000
- taxation services and related advice	-	-
	<u>45,000</u>	<u>64,800</u>

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NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED 26 JUNE 2012

Consolidated Group

2012	2011
\$	\$

NOTE 7 – CASH AND CASH EQUIVALENTS

Cash at bank	2,516,797	3,991,865
Cash on hand	953,551	898,997
Term Deposits	3,100,000	1,000,000
	<u>6,570,348</u>	<u>5,890,862</u>

(a) Reconciliation of cash

Cash at the end of the financial year as shown in the cash flow statement is reconciled to items in the balance sheet as follows:

Cash at bank	2,516,797	3,991,865
Cash on hand	953,551	898,997
Term Deposits	3,100,000	1,000,000
	<u>6,570,348</u>	<u>5,890,862</u>

NOTE 8 – TRADE AND OTHER RECEIVABLES

CURRENT

Trade debtors	507,870	535,312
Less provision for impairment	-	-
	<u>507,870</u>	<u>535,312</u>
Sundry debtors	-	996,109
Less provision for impairment	-	-
	<u>-</u>	<u>996,109</u>
	<u>507,870</u>	<u>1,531,421</u>

NON CURRENT

Loans to related parties	28,214	-
	<u>28,214</u>	<u>-</u>
Total trade and other receivables	<u>536,084</u>	<u>1,531,421</u>

Consolidated Group

2012	2011
\$	\$

NOTE 9 – INVENTORIES

CURRENT

Stock on hand - at cost	<u>101,189</u>	<u>110,485</u>
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NOTE 10 – OTHER CURRENT ASSETS

Sundry Deposits		61,064
Accrued Income	68,466	-
Prepayments	229,995	137,005
Deferred borrowing costs	8,132	10,178
	<u>306,593</u>	<u>208,247</u>

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NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED 26 JUNE 2012

Consolidated Group

2012	2011
\$	\$

NOTE 11 - INVESTMENT PROPERTY

Investment property	<u>6,001,521</u>	<u>6,258,074</u>
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Consolidated Group

An independent valuation undertaken by Colliers International Consultancy and Valuation Pty Limited as at 26 June 2012 determined the market value of the entities investment properties. The gain on revaluation was recognised in the Statement of Comprehensive Income. Investment properties held at 26 June 2012 included one residential property and three commercial properties with a market value of \$6,001,521. The market value is the estimated amount for which an asset should be exchanged on the date of valuation between a willing buyer and willing seller in an arms length transaction.

CANBERRA TRADESMEN'S UNION CLUB LIMITED
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NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED 26 JUNE 2012

Consolidated Group

2012	2011
\$	\$

NOTE 12 – FINANCIAL ASSETS

Deposit for units in unlisted property fund – at fair value	3,808,334	3,880,000
Term Deposits	-	-
Shares in listed corporations – available for sale	171,679	139,360
	<u>3,980,013</u>	<u>4,019,360</u>

Analysis of Financial Assets

Current	-	-
Non Current	3,980,013	4,019,360
Total	<u>3,980,013</u>	<u>4,019,360</u>

Shares in listed corporations are disclosed at their fair value. The fair value has been determined in whole by direct reference to published prices of shares at 26 June 2012.

NOTE 13 – CONTROLLED ENTITIES

Parent Entity: Canberra Tradesmen's Union Club Limited
Country of Incorporation: Australia

Subsidiary: Hadwon Pty Limited
Country of Incorporation: Australia

Ownership interest : 100% (2011: 100%)

Parent Entity: Canberra Tradesmen's Union Club Limited
Country of Incorporation: Australia

Subsidiary: Raymel Holdings Pty Limited
Country of Incorporation: Australia

Ownership interest : 100% (2011: 100%)

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NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED 26 JUNE 2012

	Consolidated Group	
	2012	2011
	\$	\$
NOTE 14 - PROPERTY, PLANT AND EQUIPMENT		
LAND AND BUILDINGS at fair value		
Land and buildings	43,039,411	33,912,609
Accumulated depreciation	<u>(9,089,411)</u>	<u>(7,988,106)</u>
Total Land and Buildings at fair value	<u>33,950,000</u>	<u>25,924,503</u>
PLANT AND EQUIPMENT at cost		
Plant and equipment	15,732,527	15,160,571
Accumulated depreciation	<u>(10,401,917)</u>	<u>(9,175,914)</u>
Accumulated impairment	<u>-</u>	<u>-</u>
Total plant and equipment at cost	<u>5,330,610</u>	<u>5,984,657</u>
Furniture and fittings at cost	2,057,072	1,946,774
Accumulated depreciation	<u>(1,098,918)</u>	<u>(895,941)</u>
Accumulated impairment	<u>-</u>	<u>-</u>
Total furniture and fittings at cost	<u>958,154</u>	<u>1,050,833</u>
Motor vehicles at cost	114,910	114,910
Accumulated depreciation	<u>(111,951)</u>	<u>(109,934)</u>
Total motor vehicles at cost	<u>2,959</u>	<u>4,976</u>
Total plant and equipment	<u>6,291,723</u>	<u>7,040,466</u>
Total property, plant and equipment	<u>40,241,723</u>	<u>32,964,969</u>

CANBERRA TRADESMEN'S UNION CLUB LIMITED
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NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED 26 JUNE 2012

NOTE 14 - PROPERTY, PLANT AND EQUIPMENT (CONTINUED)

Consolidated Group - 2012

	Land and buildings	Plant and Equipment	Furniture & Fittings	Motor Vehicles	TOTAL
	\$	\$	\$	\$	\$
Balance at beginning of year	25,924,503	5,984,657	1,050,833	4,976	32,964,969
Additions	165,760	1,403,230	110,298	-	1,679,288
Disposals / Write offs	-	(754,405)	-	-	(754,405)
Depreciation expense	(1,101,305)	(2,142,137)	(202,977)	(2,017)	(3,448,436)
Write-back on disposal	-	839,265	-	-	839,265
Revaluation	8,961,042	-	-	-	8,961,042
Impairment expense	-	-	-	-	-
Carrying amount at the end of year	33,950,000	5,330,610	958,154	2,959	40,241,723

Consolidated Group - 2011

	Land and buildings	Plant and Equipment	Furniture & Fittings	Motor Vehicles	TOTAL
	\$	\$	\$	\$	\$
Balance at beginning of year	27,320,000	4,361,727	1,131,831	9,077	32,822,635
Additions	4,420,105	4,043,507	406,273	-	8,869,885
Disposals / Write offs	-	(436,052)	-	-	(436,052)
Depreciation expense	(958,888)	(2,267,182)	(193,701)	(4,101)	(3,423,872)
Write-back on disposal	-	336,486	-	-	336,486
Revaluation	-	-	-	-	-
Impairment expense	(4,856,714)	(53,829)	(293,570)	-	(5,204,113)
Carrying amount at the end of year	25,924,503	5,984,657	1,050,833	4,976	32,964,969

The freehold land and buildings were independently valued at 26 June 2012 by Colliers International Consultancy and Valuation Pty Limited. The valuation was based on the fair value less cost to sell. The critical assumptions adopted in determining the valuation included the location of the land and buildings, the current strong demand for land and buildings in the area and recent sales data for similar properties. A provision of \$3,500,000 for deconcessionalising the Club lease was taken up and offset against the valuation increment. The valuation resulted in a net revaluation increment of \$8,961,042 being recognised in the revaluation surplus for the year ended 26 June 2012.

CANBERRA TRADESMEN'S UNION CLUB LIMITED
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NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED 26 JUNE 2012

Consolidated Group

	2012	2011
	\$	\$
NOTE 15 - INTANGIBLE ASSETS		
Computer software & Website development - at cost	204,571	179,105
Amortisation charge	(135,391)	(77,342)
Net carrying value	<u>69,180</u>	<u>101,763</u>
Goodwill on consolidation - at cost	905,318	905,318
Less: Impairment	(905,318)	-
Net carrying value	<u>-</u>	<u>905,318</u>
Total Intangible assets	<u>69,180</u>	<u>1,007,081</u>

Consolidated Group - 2012

	Poker machine licence	Computer software & website development	Goodwill on consolidation	TOTAL
	\$	\$	\$	\$
Balance at beginning of year	-	101,763	905,318	1,007,081
Additions	-	25,465	-	25,465
Disposals	-	-	-	-
Amortisation charge	-	(58,048)	-	(58,048)
Reclassification to P&E	-	-	-	-
Write-back on disposal	-	-	-	-
Impairment losses	-	-	(905,318)	(905,318)
Net carrying value	<u>-</u>	<u>69,180</u>	<u>-</u>	<u>69,180</u>

Consolidated Group - 2011

	Poker machine licence	Computer software & Website development	Goodwill on consolidation	TOTAL
	\$	\$	\$	\$
Balance at beginning of year	202,144	46,418	905,318	1,153,880
Additions	-	81,225	-	81,225
Disposals	-	-	-	-
Amortisation charge	-	(25,410)	-	(25,410)
Reclassification to P&E	(202,144)	-	-	(202,144)
Write-back on disposal	-	-	-	-
Impairment losses	-	(470)	-	(470)
Net carrying value	<u>-</u>	<u>101,763</u>	<u>905,318</u>	<u>1,007,081</u>

CANBERRA TRADESMEN'S UNION CLUB LIMITED
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NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED 26 JUNE 2012

	Consolidated Group	
	2012	2011
	\$	\$
NOTE 16 - TRADE AND OTHER PAYABLES		
CURRENT		
Trade payables	1,210,109	1,119,291
Accrued expenses	291,674	526,449
Employee benefits	563,337	593,824
	<u>2,065,120</u>	<u>2,239,564</u>
Total Trade and other payables	<u>2,065,120</u>	<u>2,239,564</u>
NOTE 17 - FINANCIAL LIABILITIES		
CURRENT		
Commercial bill facility	6,052,000	550,000
Hire Purchase Liability	5,105	19,458
	<u>6,057,105</u>	<u>569,458</u>
NON CURRENT		
Commercial bill facility	-	6,052,000
Hire Purchase Liability	-	5,105
Loans from third parties	-	211,021
	<u>-</u>	<u>6,268,126</u>
Total financial liabilities	<u>6,057,105</u>	<u>6,837,584</u>

The four commercial bills are secured by a registered mortgage over the Club land and buildings, the carrying value of Club land and buildings at 26 June 2012 is \$33,950,00. The commercial bill with a balance of \$52,000 will be repaid in November 2012. The remaining three commercial bills expire in June 2013 but the Club expects to renew the facility.

CANBERRA TRADESMEN'S UNION CLUB LIMITED
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NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED 26 JUNE 2012

					Consolidated Group	
					2012	2011
					\$	\$
NOTE 18 - INCOME TAX LIABILITY						
a) Liabilities						
CURRENT						
Provision for Income Tax					<u>-</u>	<u>-</u>
b) Assets						
CURRENT						
Provision for Income Tax					<u>83,818</u>	<u>72,639</u>
Deferred Tax Liability	Opening Balance	Charged to Income	Charged to Equity	Closing Balance		
Provisions	(43,075)	9,893	-	(33,182)		
Investments	183,335	(45,038)	-	138,297		
Future Income tax benefits attributable to tax losses	-	(221,620)	-	(221,620)		
Other	535	1,819	-	2,354		
Balance at 28 June 2011	<u>140,795</u>	<u>(254,946)</u>	<u>-</u>	<u>(114,151)</u>		
Provisions	(33,182)	(13,476)	-	(46,658)		
Investments	138,297	65,275	-	203,572		
Future Income Tax benefits attributable to tax losses	(221,620)	(3,363)	-	(224,983)		
Other	2,354	(3,089)	-	(735)		
Balance at 26 June 2012	<u>(114,151)</u>	<u>45,347</u>	<u>-</u>	<u>(68,804)</u>		

			Consolidated Group	
			2012	2011
			\$	\$
NOTE 19 - OTHER LIABILITIES				
CURRENT				
Deposits Held			3,766	5,841
Income in Advance			253,703	223,167
Sundry Creditors			<u>56,198</u>	<u>102,611</u>
			<u>313,667</u>	<u>331,619</u>

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NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED 26 JUNE 2012

NOTE 20 - PROVISIONS

	Other Employee Benefits	Long Term Employee Benefits	Jackpots	Bonus Points	Total
	\$	\$	\$	\$	\$
Consolidated Group					
Opening Balance at 29 June 2011	13,169	45,072	251,537	128,627	438,405
Additional provisions raised during the year	39,340	28,330	304,645	627,630	999,945
Amounts used	(39,411)	(6,559)	(376,532)	(595,471)	(1,017,973)
Balance at 26 June 2012	<u>13,098</u>	<u>66,843</u>	<u>179,650</u>	<u>160,786</u>	<u>420,377</u>

Consolidated Group

2012 **2011**
\$ **\$**

Analysis of Total Provisions

Current	353,534	393,333
Non-Current	66,843	45,072
	<u>420,377</u>	<u>438,405</u>

Provision for Long-term Employee Benefits

A provision has been recognised for employee entitlements relating to long service leave. In calculating the present value of future cash flows in respect of long service leave, the probability of long service leave being taken is based on historical data. The measurement and recognition criteria relating to employee benefits have been included in Note 1 to this report.

Provision for Jackpots

A provision has been recognised for future payouts relating to the poker machines with linked jackpots.

Provision for Bonus Points

A provision has been recognised for bonus points accrued by members.

CANBERRA TRADESMEN'S UNION CLUB LIMITED
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NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED 26 JUNE 2012

NOTE 21: PARENT ENTITY DISCLOSURES

The following information has been extracted from the books and records of the parent and has been prepared in accordance with the accounting standards.

a) Financial Information

	Note	Parent	
		2012	2011
		\$	\$
Profit (Loss) for the year		(2,289,940)	(5,821,918)
Total comprehensive income		6,703,391	(5,719,207)
Current Assets		7,374,128	6,771,552
Total Assets		57,716,567	51,885,868
Current Liabilities		8,774,688	3,509,335
Total Liabilities		8,841,531	9,611,511
Shareholders Equity			
Issued capital		-	-
Reserves		-	-
Retained earnings		42,171,646	47,993,564
Total Equity		48,875,036	42,274,357

b) Guarantees

No cross guarantees have been provided by Canberra Tradesmen's Union Club and its controlled entities.

c) Other Commitments

Canberra Tradesmen's Union Club has commitments totalling \$5,105 which are due within 12 months (refer Note 22).

d) Contingent Liabilities

There are no Contingent Liabilities at the reporting date (refer Note 23).

CANBERRA TRADESMEN'S UNION CLUB LIMITED
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NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED 26 JUNE 2012

	Consolidated Group	
	2012	2011
	\$	\$
NOTE 22 – COMMITMENTS		
Other commitments contracted for:		
Non cancellable finance lease	5,105	25,691
Total Commitments	<u>5,105</u>	<u>25,691</u>
Payable		
- not later than 12 months	5,105	20,553
- between 12 months and 5 years	-	5,138
	<u>5,105</u>	<u>25,691</u>

NOTE 23 – CONTINGENT LIABILITIES AND CONTINGENT ASSETS

There are currently no contingent liabilities or contingent assets.

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NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED 26 JUNE 2012

	Consolidated Group	
	2012	2011
	\$	\$
NOTE 24 – CASHFLOW INFORMATION		
(a) Reconciliation of cash flows from operations to profit/(loss) after Income tax		
(Loss) after income tax	(2,117,733)	(5,508,366)
Non cash flows:		
Depreciation and amortisation	3,410,954	3,464,365
Net gain on disposal of plant and equipment	(26,799)	(152,253)
Gain on revaluation of investment property	(288,002)	-
Net loss on sale of investments	-	203,339
Impairment loss	1,304,421	5,958,974
Profit/(loss) on share of investments in associates	-	-
Bad debts expense	-	6,107
Income tax expense	45,347	(254,947)
Dividends reinvested	(30)	(74)
Changes in assets and liabilities:		
Decrease/(Increase) in receivables	1,023,551	(783,369)
Decrease/(Increase) in inventories	9,297	(44,327)
(Increase)/Decrease in other assets	(106,776)	161,902
Decrease trade and other receivables	-	6,705
(Decrease) in payables	(174,449)	(47,262)
Increase/(Decrease) in other liabilities	(17,951)	160,505
(Decrease) in financial liabilities	-	(248,546)
(Decrease)/Increase in provisions	(18,028)	8,300
Increase in current tax liability	(11,182)	(180,793)
(Decrease) in deferred tax asset	-	(114,151)
(Decrease) in deferred tax liability	-	(140,795)
Cash flows provided by operating activities	<u>3,032,620</u>	<u>2,495,314</u>

(b) Non-cash Financing and Investing Activities

There were no non-cash financing or investing activities undertaken by the consolidated entity during the year.

(c) Credit Stand-by Arrangement and Loan Facilities

At 26 June 2012 \$6,052,000 of Commercial Bills had been drawn down (2011: \$6,602,000). Interest rates are fixed (\$3,000,000) and variable (\$3,052,000).

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NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED 26 JUNE 2012

NOTE 25 – EVENTS AFTER THE BALANCE SHEET DATE

At this stage the Club has subscribed to 4 million \$1 units in Marque Northbourne Limited as trustee for The Marque Northbourne Unit Trust. The Trust is a Special Purpose Trust set up to enter into a 50/50 Joint Venture (JV) with Prime Space as trustee of the Northbourne Trust. The purpose of the JV is to complete a residential development project as tenants in common. The project is known as IQ Apartments.

The JV Parties have agreed:

- A commencing valuation for the Property as at the commencement of the JV Agreement of \$16 million based upon an independent assessment by Knight Frank; and
- A requirement for the JV Parties to contribute equity to the Project of \$21 million based on the lending criteria of the Senior Lender and an appropriate profit and risk ratio for undertaking the Project.

Under the JV Agreement, the Club, through its ownership of the Marque Northbourne Trust, have agreed to retain 56 apartments in the Project, at an adjusted price of 90% of the listed purchase price. Settlement of those 56 apartments is to occur via a partition agreement as part of the JV Agreement.

The returns from the Project will be by way of development profit payable to the JV Parties. Given the Project is for the construction of 230 apartments and 7 commercial units, the full development profit and return of equity in the Project will not be crystallised until the 230 apartments and 7 commercial units are sold and settlement funds received from purchasers. It is estimated the duration of this investment will be 24 months. The timeframe is based on the estimated time for construction and settlement of IQ Properties.

At the date of these financials there exist certain conditions precedent that have not yet been satisfied but we have no reason to believe that they will not be successfully concluded and hence permitting the project to commence.

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NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED 26 JUNE 2012

NOTE 26 – RELATED PARTY TRANSACTIONS

(a) The directors of the Canberra Tradesmen's Union Club Limited during the course of the year were:

Directors	Dean Hall (Chairman)
	Jason O'Mara
	Jason Jennings
	Trevor Scott
	Rod Driver
	Mark Dymock

Secretary/Treasurer	Stephen Brennan
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(b) During the period the following payments and transactions were made to director related entities:

	2012	2011
	\$	\$
CFMEU	820,871	1,108,713
Construction Charitable Works Ltd	117,500	75,000
Solutech (ACT) Pty Ltd ¹	122,989	75,208
Woden Tradesmen's Union Club Ltd	-	317,236
Canberra Tradesmen's Union Club Charitable Trust	-	114,950
CITEA	128,277	145,882

¹ Solutech (ACT) Pty Ltd is owned and operated by Matthew Driver who is the son of Rod Driver, a director of the Club.

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NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED 26 JUNE 2012

NOTE 27 - INFORMATION PROVIDED UNDER THE GAMING MACHINE ACT 2004 (ACT)

Contractual arrangements or consultancy entered into during the financial year

(a) Arrangements with influential persons (Section 7(1)(a) and 54(a))

The club has written employment contracts under normal commercial terms with its senior management. There are no contracts or arrangements with directors other than those disclosed in this report. The total monetary value of contracts with senior management is disclosed in Note 5.

(b) Contracts more than \$49,999 (Section 54(b))

Supplier	Service type	Amount
Access Recognised Training	Training facilitation	\$57,662
ACTTAB Limited	Betting services	\$375,016
ActewAGL	Utilities	\$853,930
AFL Canberra	Sponsorship	\$50,000
Ainsworth Game Technology	Gaming machine supplier	\$75,450
Aristocrat Technologies Australia	Gaming machine supplier and maintenance	\$583,807
Audi Centre Canberra	Motor vehicle leasing	\$54,491
Australian Liquor Market	Beverage supplier	\$281,116
Basketball ACT	Sponsorship	\$58,950
BD & CM Mills	Cleaning services	\$328,202
Benmax Engineering & Maintenance	Electrical installations and maintenance	\$86,874
Capital Insurance Brokers	Insurance brokers	\$259,326
CB Richard Ellis	Property consultancy	\$85,053
CITEA	Labour hire	\$97,019
ClubNet International	Membership services	\$53,543
Coca Cola Amatil	Beverage supplier	\$95,413
Cold Seas	Food supplier	\$200,246
Colin Biggers & Paisley	Legal services	\$63,491
Construction Charitable Works	Donations	\$117,500
Ensign	Laundry services	\$205,800
Foster's Australia	Beverage supplier	\$487,696
IGT	Gaming machine supplier and maintenance	\$271,904
KLM Group	Electrical maintenance	\$68,776
Koundouris Projects	Construction	\$139,010
Longpark Meat Co	Food supplier	\$154,670
Phil Lynch Enterprises	Consultancy	\$66,500
Prototype Products	Furniture supplier	\$74,756
Regional Fruit Market	Food supplier	\$119,046
Reward distribution	General consumables supplier	\$50,648
RSM Bird Cameron	Auditing services	\$64,800
Sciontronics	Maintenance consultancy	\$79,060
Shuffle Master Australasia	Gaming machine supplier	\$53,500
SITA Environmental	Waste disposal services	\$59,444
Smart Protection Group	Security services	\$212,299
Solutech	IT Consultancy	\$111,808
Stargigs Entertainment	Entertainment services	\$129,150
Supabarn	Food supplier	\$175,662
Team Fitness	Management services	\$732,115
The Drovers Dog	Catering services	\$492,046
Tom's Poultry	Food supplier	\$57,953
Tooheys Limited	Beverage supplier	\$67,306
Wise Choice Products	Stationery supplier	\$64,367
Youngs Chickens	Food supplier	\$94,118
Zoo Communications	Advertising services	\$53,840

CANBERRA TRADESMEN'S UNION CLUB LIMITED
ABN 17 098 615 760

NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED 26 JUNE 2012

Remuneration over \$100,000 (Section 54 (c))

The number of employees receiving remuneration over \$100,000 is seven.

Gross gaming revenue (Section 158 (1) (a) (ii))

Gross revenue from gaming for the 2012 financial year was \$14,261,433.

Classes of members (Section 158 (2) (a))

Ordinary members: 2,825

Associate members: 31,946

Benefits (Section 53(1))

In accordance with the provisions of the *Gaming Machine Act 2004* (as amended) members held on the 30th November 2011 a General meeting where a resolution was passed that an amount of up to \$200,000 was approved as being available to be allocated by the Chief Executive Officer for benefits to be paid from Club funds. At the balance date of this report the amount of \$65,695 had been expended from the available amount approved at the meeting. Whilst many of these benefits were applicable to the roles of executives in the course of their normal duties, for disclosure purposes it is advised that the general breakdown of these amounts are summarized as follows:-

- Hospitality - \$44,764
- Director costs - \$20,931

Benefits (Section 53(4) and 54 (d))

At the date of this report we are not aware of any benefits that have been provided to our employees or Directors that need to be declared in accordance with this section.

CANBERRA TRADESMEN'S UNION CLUB LIMITED
ABN 17 098 615 760

NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED 26 JUNE 2012

NOTE 28: FINANCIAL RISK MANAGEMENT

The company's financial instruments consist mainly of deposits with banks, local money market instruments, short-term investments, accounts receivable and payable and leases.

The totals for each category of financial instruments, measured in accordance with AASB 139 as detailed in the accounting policies to these financial statements, are as follows:

	Note	CONSOLIDATED GROUP	
		2012	2011
		\$	\$
Financial Assets			
Cash and cash equivalents	7	6,570,348	5,890,862
Financial assets at fair value through profit or loss			
— Held for trading	-	-	-
Held-to-maturity investments	-	-	-
— Government and fixed interest securities	-	-	-
Loans and receivables	8	507,870	1,531,421
Available-for-sale financial assets			
— Unlisted investments	12	3,808,334	3,880,000
— Shares in listed corporations	12	171,679	139,360
— Term Deposits	12	-	-
		<u>11,058,231</u>	<u>11,441,643</u>
Financial Liabilities			
Financial liabilities at amortised cost			
— Trade and other payables	16	2,065,120	2,239,564
— Borrowings	17	6,057,105	6,626,563
— Loans from third parties	17	-	211,021
		<u>8,122,225</u>	<u>9,077,148</u>

Financial Risk Management Policies

Consisting of senior committee members, the finance and investment committee's overall risk management strategy seeks to assist the company in meeting its financial targets, whilst minimising potential adverse effects on financial performance. Risk management policies are approved and reviewed by the finance committee on a regular basis. These include credit risk policies and future cash flow requirements.

NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED 26 JUNE 2012

Specific Financial Risk Exposures and Management

The main risks the company is exposed to through its financial instruments are interest rate risk, liquidity risk, credit risk and equity price risk.

a. Interest rate risk

Exposure to interest rate risk arises on financial assets and financial liabilities recognised at reporting date whereby a future change in interest rates will affect future cash flows or the fair value of fixed rate financial instruments.

At 26 June 2012 approximately 50% of company debt is fixed rate. It is the policy of the company to keep between 25% and 50% of debt on fixed interest rates.

b. Liquidity risk

Liquidity risk arises from the possibility that the company might encounter difficulty in settling its debts or otherwise meeting its obligations related to financial liabilities. The company manages this risk through the following mechanisms:

- preparing forward looking cash flow analysis in relation to its operational, investing and financing activities;
- maintaining a reputable credit profile;
- managing credit risk related to financial assets;
- investing only in surplus cash with major financial institutions; and
- Comparing the maturity profile of financial liabilities with the realisation profile of financial assets.

The company's policy is to ensure no more than 10% of borrowings should mature in any 12-month period.

The tables below reflect an undiscounted contractual maturity analysis for financial liabilities.

Cash flows realised from financial assets reflect management's expectation as to the timing of realisation. Actual timing may therefore differ from that disclosed. The timing of cash flows presented in the table to settle financial liabilities reflects the earliest contractual settlement dates.

CANBERRA TRADESMEN'S UNION CLUB LIMITED
ABN 17 098 615 760

NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED 26 JUNE 2012

Financial liability and financial asset maturity analysis

Consolidated Group	Note	Within 1 Year		1 to 5 Years		Over 5 Years		Total contractual cash flow	
		2012	2011	2012	2011	2012	2011	2012	2011
		\$	\$	\$	\$	\$	\$	\$	\$
Financial liabilities due for payment									
Lease Liabilities HP	17	5,105	19,458	-	5,105	-	-	5,105	24,563
Trade and other payables (excluding estimated annual leave and deferred income)	16	1,501,783	1,645,740	-	-	-	-	1,501,783	1,645,740
Loans from third parties	17	-	211,021	-	-	-	-	-	211,021
Total expected outflows		1,506,888	1,876,219	-	5,105	-	-	1,506,888	1,881,324
Financial assets – cash flows realisable									
Cash and cash equivalents	7	6,570,348	5,890,862	-	-	-	-	6,570,348	5,890,862
Trade, term and loans receivables	8	507,870	1,531,421	28,214	-	-	-	536,084	1,531,421
Other investments	12	-	-	-	-	3,890,013	4,019,360	3,890,013	4,019,360
Total anticipated inflows		7,078,218	7,422,283	28,214	-	3,890,013	4,019,360	10,996,445	11,441,643
Net (outflow)/inflow on financial instruments		5,571,330	5,546,064	28,214	(5,105)	3,890,013	4,019,360	9,489,557	9,560,319

CANBERRA TRADESMEN'S UNION CLUB LIMITED
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NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED 26 JUNE 2012

Net Fair Values

Fair value estimation

The fair values of financial assets and financial liabilities are presented in the following table and can be compared to their carrying values as presented in the balance sheet. Fair values are those amounts at which an asset could be exchanged, or a liability settled, between knowledgeable, willing parties in an arm's length transaction.

Fair values derived may be based on information that is estimated or subject to judgment, where changes in assumptions may have a material impact on the amounts estimated. Areas of judgment and the assumptions have been detailed below. Where possible, valuation information used to calculate fair value is extracted from the market, with more reliable information available from markets that are actively traded. In this regard, fair values for listed securities are obtained from quoted market bid prices. Where securities are unlisted and no market quotes are available, fair value is obtained using discounted cash flow analysis and other valuation techniques commonly used by market participants.

Differences between fair values and carrying values of financial instruments with fixed interest rates are due to the change in discount rates being applied by the market since their initial recognition by the company. Most of these instruments which are carried at amortised cost are to be held until maturity and therefore the net fair value figures calculated bear little relevance to the company.

CONSOLIDATED GROUP		2012		2011	
		Footnote	Net Carrying Value	Net Fair Value	Net Carrying Value
			\$	\$	\$
Financial assets					
Cash and cash equivalents	(i)		6,570,348	6,570,348	5,890,862
Trade and other receivables	(i)		507,870	507,870	1,531,421
Loans receivable	(i)		28,214	28,214	-
Investments – available-for-sale	(ii)		3,980,013	3,980,013	4,019,360
Total financial assets			11,086,445	11,086,445	11,441,643
Financial liabilities					
Trade and other payables	(i)		2,065,120	2,065,120	2,239,564
Loans payable	(i)		-	-	211,021
Commercial bill liability	(iii)		6,052,000	6,052,000	6,602,000
Lease liability	(iii)		5,105	5,105	24,563
Total financial liabilities			8,122,225	8,122,225	9,077,148

The fair values disclosed in the above table have been determined based on the following methodologies:

- (i) Cash and cash equivalents, trade and other receivables and trade and other payables are short-term instruments in nature whose carrying value is equivalent to fair value. Trade and other payables exclude amounts provided for relating to annual leave and deferred income which is not considered a financial instrument.
- (ii) For listed available-for-sale financial assets, closing quoted bid prices at reporting date are used.
- (iii) Fair values are determined using a discounted cash flow model incorporating current commercial borrowing rates. The fair values of fixed rate lease liability will differ to the carrying values.

CANBERRA TRADESMEN'S UNION CLUB LIMITED
ABN 17 098 615 760

NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED 26 JUNE 2012

Sensitivity Analysis

The following table illustrates sensitivities to the company's exposures to changes in interest rates and equity prices. The table indicates the impact on how profit and equity values reported at balance date would have been affected by changes in the relevant risk variable that management considers to be reasonably possible. These sensitivities assume that the movement in a particular variable is independent of other variables.

Consolidated Entity	Financial Assets		Financial Liabilities	
	Profit	Equity	Profit	Equity
	\$	\$	\$	\$
Year Ended 26 June 2012				
+/- 2% in interest rates	89,785	89,785	(121,143)	(121,143)
+/- 10% in listed and unlisted investments	-	398,001	-	-
Year Ended 28 June 2011				
+/- 2% in interest rates	84,049	84,049	(132,531)	(132,531)
+/- 10% in listed and unlisted investments	-	401,936	-	-

The above interest rate sensitivity analysis has been performed on the assumption that all other variables remain unchanged.

No sensitivity analysis has been performed on foreign exchange risk, as the company is not exposed to foreign currency fluctuations.

NOTE 29 - CAPITAL MANAGEMENT

Management control the capital of the company to ensure that adequate cash flows are generated to fund its operations and that returns from investments are maximised. Management ensures that the overall risk management strategy is in line with this objective.

Management operates under policies approved by the Board of Directors. Risk management policies are approved and reviewed by the Board on a regular basis. These include credit risk policies and future cash flow requirements.

There have been no changes to the strategy adopted by management to control the capital of the company since the previous year.

NOTE 30 - MEMBERS' GUARANTEE

The company is a company limited by guarantee. If the company is wound up, the articles of association state that each member is required to contribute a maximum of \$2 each towards meeting any outstanding obligations of the company. At 26 June 2012 the number of members was 2,825 (2011: 2,194).

CANBERRA TRADESMEN'S UNION CLUB LIMITED
ABN 17 098 615 760

NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED 26 JUNE 2012

NOTE 31 - ACCOUNTING POLICIES

The following new standards, amendments to standards or interpretations have been issued by the Australian Accounting Standards Board but are effective for future reporting periods. It is estimated that the impact of adopting these pronouncements when effective will have no material financial impact on future reporting periods.

New standards and interpretations issued but not yet effective

At the date of this financial report the following standards and interpretations, which may impact the entity in the period of initial application, have been issued but are not yet effective:

Reference	Title	Summary	Application date (financial years beginning)	Expected Impact
AASB 9	<i>Financial Instruments</i>	Replaces the requirements of AASB 139 for the classification and measurement of financial assets. This is the result of the first part of Phase 1 of the IASB's project to replace IAS 39.	1 January 2015	Minimal impact
2009-11	<i>Amendments to Australian Accounting Standards arising from AASB 9</i>	Amends AASB 1, 3, 4, 5, 7, 101, 102, 108, 112, 118, 121, 127, 128, 131, 132, 136, 139, 1023 and 1038 and Interpretations 10 and 12 as a result of the issuance of AASB 9.	1 January 2015	Minimal impact
2010-7	<i>Amendments to Australian Accounting Standards arising from AASB 9 (December 2010)</i>	Amends AASB 1, 3, 4, 5, 7, 101, 102, 108, 112, 118, 120, 121, 127, 128, 131, 132, 136, 137, 139, 1023 & 1038 and Interpretations 2, 5, 10, 12, 19 & 127 for amendments to AASB 9 in December 2010	1 January 2015	Minimal impact
AASB 10	<i>Consolidated Financial Statements</i>	Replaces the requirements of AASB 127 and Interpretation 112 pertaining to the principles to be applied in the preparation and presentation of consolidated financial statements.	1 January 2013 (1 January 2014 for Not-For-Profit Entities)	Minimal impact
AASB 11	<i>Joint Arrangements</i>	Replaces the requirements of AASB 131 pertaining to the principles to be applied for financial reporting by entities that have in interest in arrangements that are jointly controlled.	1 January 2013 (1 January 2014 for Not-For-Profit Entities)	Minimal impact
AASB 12	<i>Disclosure of Interests in Other Entities</i>	Replaces the disclosure requirements of AASB 127 and AASB 131 pertaining to interests in other entities.	1 January 2013 (1 January 2014 for Not-For-Profit Entities)	Disclosure only

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ABN 17 098 615 760

NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED 26 JUNE 2012

AASB 127	<i>Separate Financial Statements</i>	Prescribes the accounting and disclosure requirements for investments in subsidiaries, joint ventures and associates when an entity prepares separate financial statements.	1 January 2013 (1 January 2014 for Not-For-Profit Entities)	Estimate impact on client
AASB 128	<i>Investments in Associates and Joint Ventures</i>	Prescribes the accounting for investments in associates and sets out the requirements for the application of the equity method when accounting for investments in associates and joint ventures.	1 January 2013 (1 January 2014 for Not-For-Profit Entities)	Minimal impact
2011-7	<i>Amendments to Australian Accounting Standards arising from AASB 10, 11, 12, 127, 128</i>	Amends AASB 1, 2, 3, 5, 7, 9, 2009-11, 101, 107, 112, 118, 121, 124, 132, 133, 136, 138, 139, 1023 & 1038 and Interpretations 5, 9, 16 & 17 as a result of the issuance of AASB 10, 11, 12, 127 and 128	1 January 2013 (1 January 2014 for Not-For-Profit Entities)	Minimal impact
AASB 13	<i>Fair Value Measurement</i>	Provides a clear definition of fair value, a framework for measuring fair value and requires enhanced disclosures about fair value measurement.	1 January 2013	Minimal impact
2011-8	<i>Amendments to Australian Accounting Standards arising from AASB 13</i>	Amends AASB 1, 2, 3, 4, 5, 7, 9, 101, 102, 108, 110, 116, 117, 118, 119, 120, 121, 132, 133, 134, 136, 138, 139, 140, 141, 1004, 1023 & 1038 and Interpretations 2, 4, 12, 13, 14, 17, 19, 131 & 132 as a result of issuance of AASB 13 <i>Fair Value Measurement</i> .	1 January 2013	Minimal impact
2012-1	<i>Amendments to Australian Accounting Standards – Fair Value Measurement – Reduced Disclosure Requirements</i>	This Standard makes amendments to AASB 3, 7, 13, 140 and 141 to establish reduced disclosure requirements for entities preparing general purpose financial statements under Australian Accounting Standards – Reduced Disclosure Requirements for additional and amended disclosures arising from AASB 13 and the consequential amendments implemented through AASB 2011-8 <i>Amendments to Australian Accounting Standards arising from AASB 13</i> .	1 July 2013	Disclosure only
AASB 119	<i>Employee Benefits</i>	The amendments to this Standard eliminates the option for defined benefit plans to use the corridor approach to defer the recognition of actuarial gains and losses and	1 January 2013	Minimal impact

CANBERRA TRADESMEN'S UNION CLUB LIMITED
ABN 17 098 615 760

NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED 26 JUNE 2012

		introduce enhanced disclosures about defined benefit plans. The amendments also incorporate changes to the accounting for termination benefits.		
2011-10	<i>Amendments to Australian Accounting Standards arising from AASB 119</i>	Amends AASB 1, 8, 101, 124, 134, 1049, 2011-8 & Interpretation 14 as a result of the issuance of AASB 119 <i>Employee Benefits</i> .	1 January 2013	Minimal impact
2011-11	<i>Amendments to AASB 119 arising from Reduced Disclosure Requirements</i>	This Standard makes amendments to AASB 119 <i>Employee Benefits</i> , to incorporate reduced disclosure requirements into the Standard for entities applying Tier 2 requirements in preparing general purpose financial statements.	1 July 2013	Disclosure only
AASB 1053	<i>Application of Tiers of Australian Accounting Standards</i>	This standard establishes a differential financial reporting framework consisting of two Tiers of reporting requirements for preparing general purpose financial statements.	1 July 2013	Disclosure only
2010-2	<i>Amendments to Australian Accounting Standards arising from Reduced Disclosure Requirements</i>	This Standard gives effect to Australian Accounting Standards – Reduced Disclosure Requirements and amends AASB 1, 2, 3, 5, 7, 8, 101, 102, 107, 108, 110, 111, 112, 116, 117, 119, 121, 123, 124, 127, 128, 131, 133, 134, 136, 137, 138, 140, 141, 1050 & 1052 and Interpretations 2, 4, 5, 15, 17, 127, 129 & 1052.	1 July 2013	Disclosure only
2010-8	<i>Amendments to Australian Accounting Standards – Deferred Tax: Recovery of Underlying Assets</i>	Amends AASB 112 to introduce a rebuttable presumption that an investment property is recovered entirely through sale. for the purpose of measuring deferred tax.	1 January 2012	Minimal impact
2011-9	<i>Amendments to Australian Accounting Standards – Presentation of Items of Other Comprehensive Income</i>	Amends AASB 1, 5, 7, 101, 112, 120, 121, 132, 133, 134, 1039 & 1049 as a consequence of the issuance of AASB 101 <i>Presentation of Items of Other Comprehensive Income</i> .	1 July 2012	Presentation only
2012-5	<i>Amendments to Australian Accounting Standards arising</i>	This Standard makes amendments to AASB 1, 101, 116, 132, 134 & Interpretation 2 as a result from 2009-2011	1 January 2013	Minimal impact

CANBERRA TRADESMEN'S UNION CLUB LIMITED
ABN 17 098 615 760

NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED 26 JUNE 2012

	<i>from Annual Improvements 2009-2011 Cycle</i>	Annual Improvements Cycle.		
2012-6	<i>Amendments to Australian Accounting Standards – Mandatory Effective Date of AASB 9 and Transition Disclosures</i>	This Standard amends the mandatory effective date of AASB 9 <i>Financial Instruments</i> so that AASB 9 is required to be applied for annual reporting periods beginning on or after 1 January 2015 instead of 1 January 2013.	1 January 2013	Minimal impact
2012-7	<i>Amendments to Australian Accounting Standards arising from Reduced Disclosure Requirements</i>	This Standard adds to or amends the Australian Accounting Standards – Reduced Disclosure Requirements for AASB 7, 12, 101 and 127.	1 July 2013	Disclosures only

NOTE 32 – COMPANY DETAILS

The registered office of the company and principal place of business is:

Canberra Tradesmen's Union Club
2 Badham Street
Dickson ACT 2602



Attachment B

Letter of Support from Westpac Bank



Australia's First Bank

Westpac Banking Corporation
ABN 33 007 457 141

Commercial Banking
Level 11, 15 London Circuit
GPO Box 3066
Canberra ACT 2601
Telephone: 02 62755339
Facsimile: 02 6275 5347

www.westpac.com.au

14 November 2012

To Whom It May Concern.

Re: CANBERRA TRADESMEN'S UNION CLUB LIMITED and related entities.

This letter is to confirm that the above company is a valued and longstanding customer of Westpac Banking Corporation.


Westpac regard the Canberra Tradesmen's Union Club Limited to be of very sound financial standing, with a strong balance sheet and highly capable management. The group are known to have significant real estate holdings, cash, and diversified investments.

Westpac considers the Canberra Tradesmen's Union Club Limited would not enter into any financial commitment that it could not see it's way clear to fulfil.

The group continues to enjoy the full support of the bank in its current and future endeavours.

Please feel free to contact the writer should you require any additional information in support of the Canberra Tradesmen's Union Club Limited.

Yours sincerely,


Senior Relationship Manager

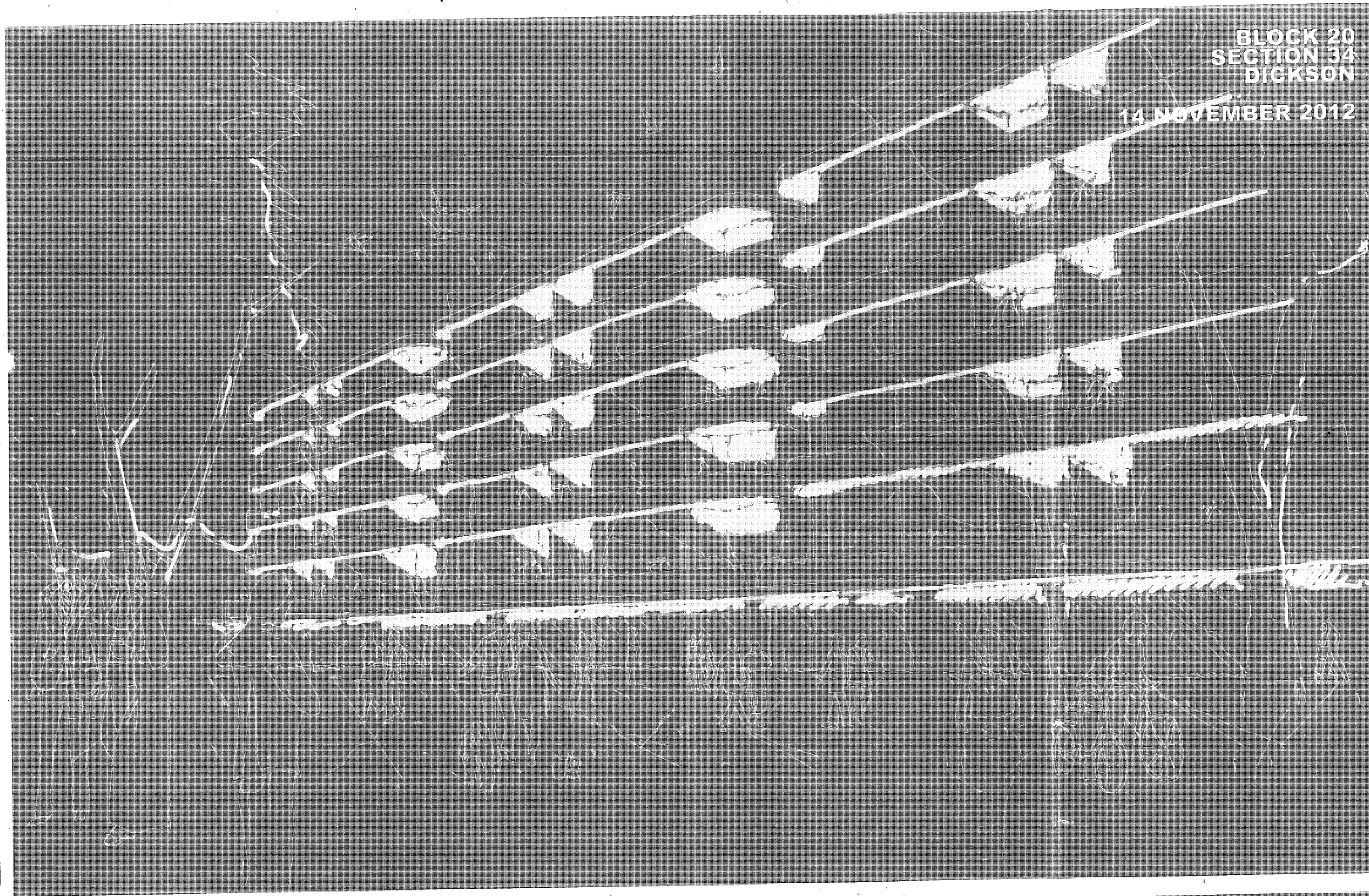


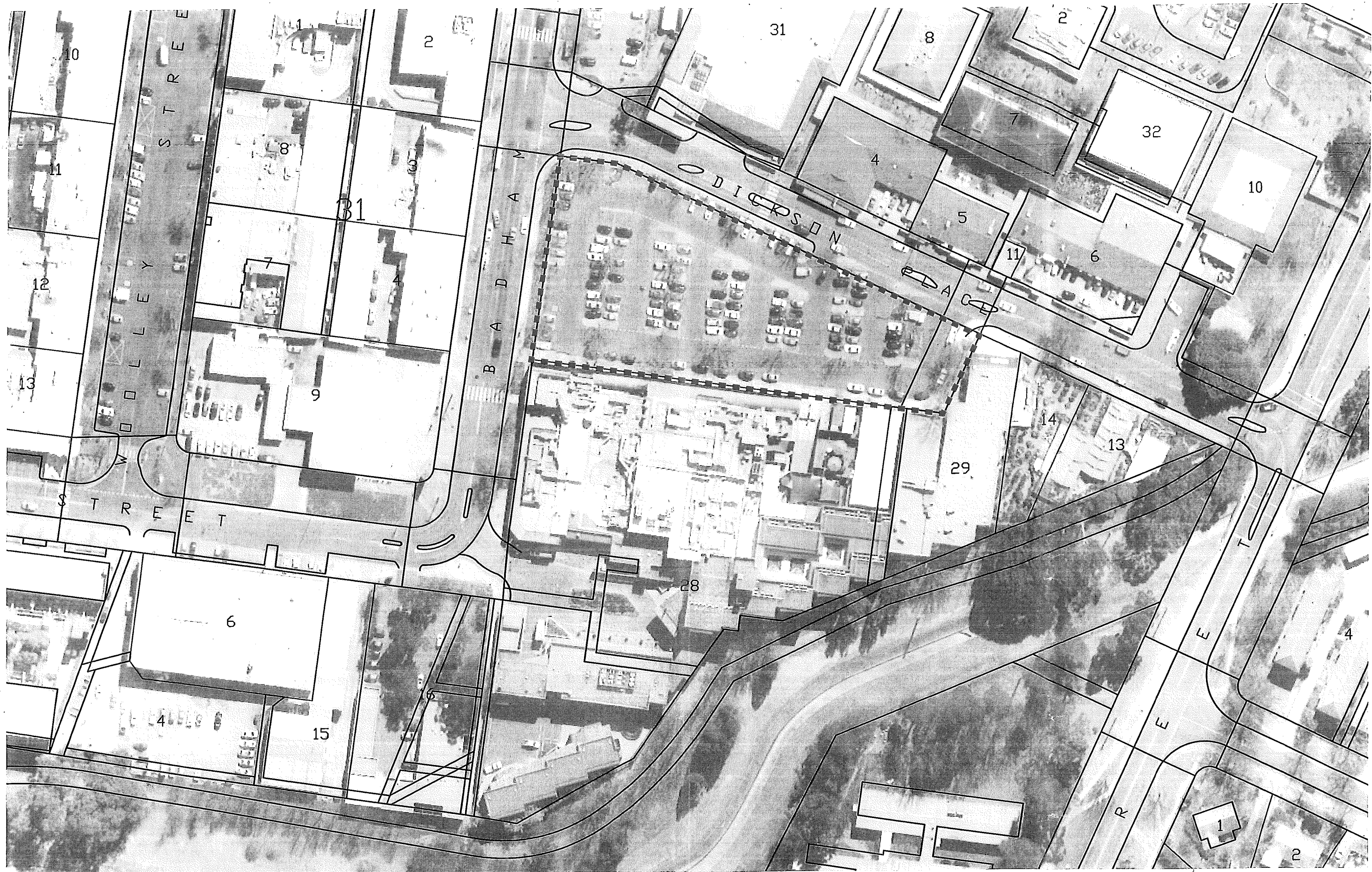
Attachment C

Schematic Plans – Block 20 Section 34 Dickson (COX)

BLOCK 20
SECTION 34
DICKSON

14 NOVEMBER 2012





BLOCK 29, SECTION 31, DICKSON
CONTEXT
NOVEMBER 2012

The
Trodies

COX



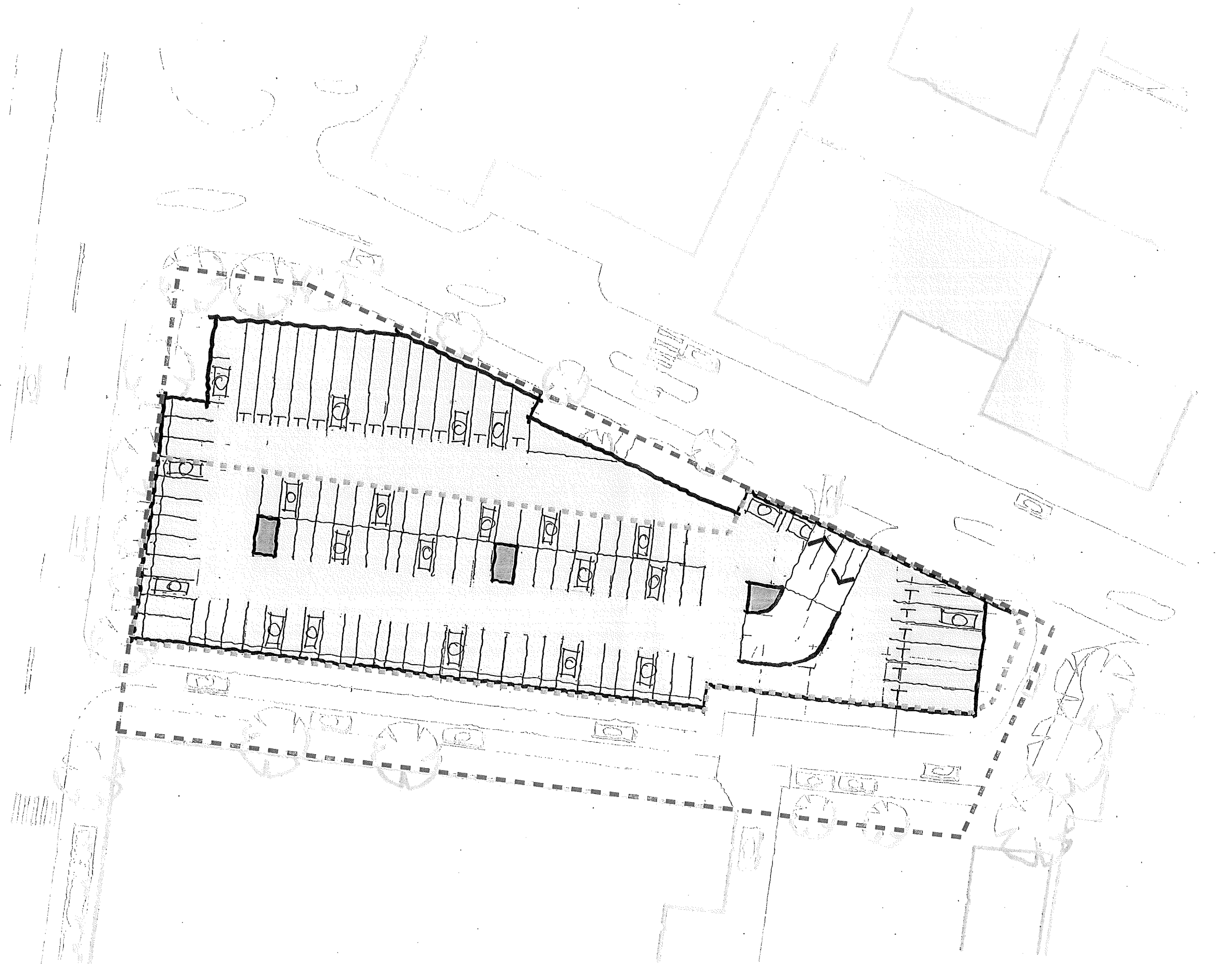
BLOCK 20 SECTION 34 DICKSON
 VISION OFFICE 2010
 NOVEMBER 2010

PROPOSED BLOCK ARRANGEMENT
 1:2500 @ A1

TOTAL SITE AREA 5282m²

Tradies

COX



BLOCK 20 SECTION 37, DICKSON
COX & PARTNERS
NOVEMBER 2002

TYPICAL BASE LEVEL

122M ASL

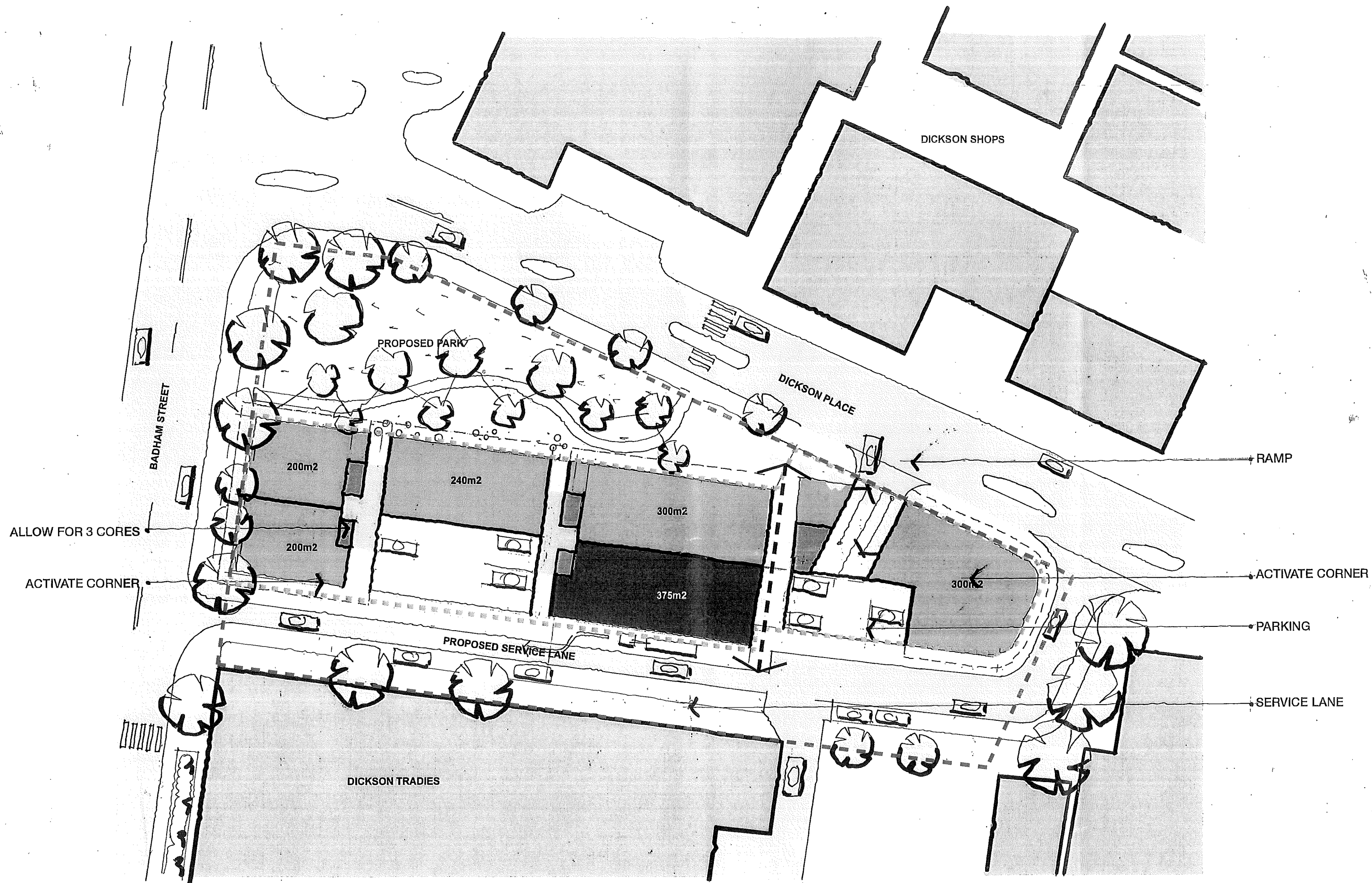
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25M

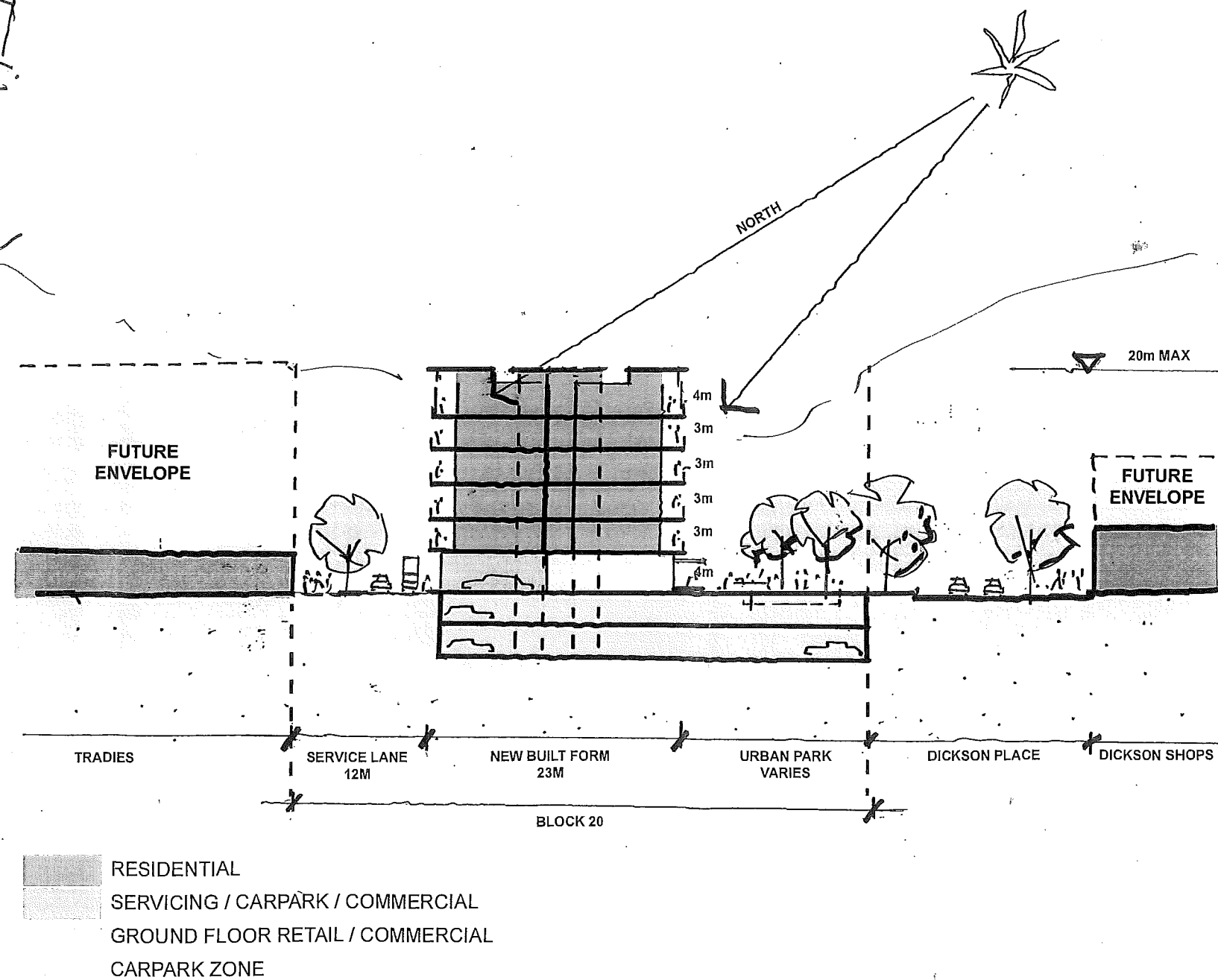
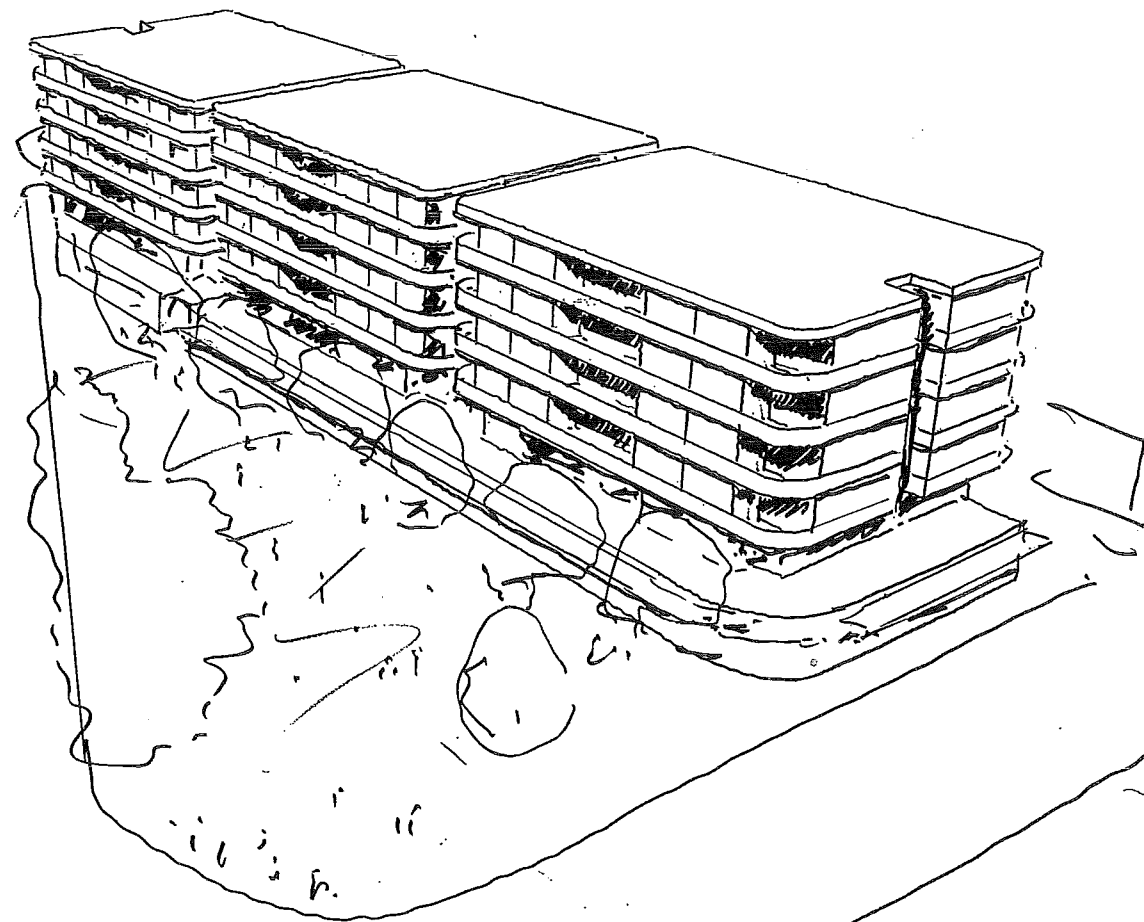
1. LANDAM PARK SUITABLE FOR RESIDENTIAL
TWO BED APARTMENTS

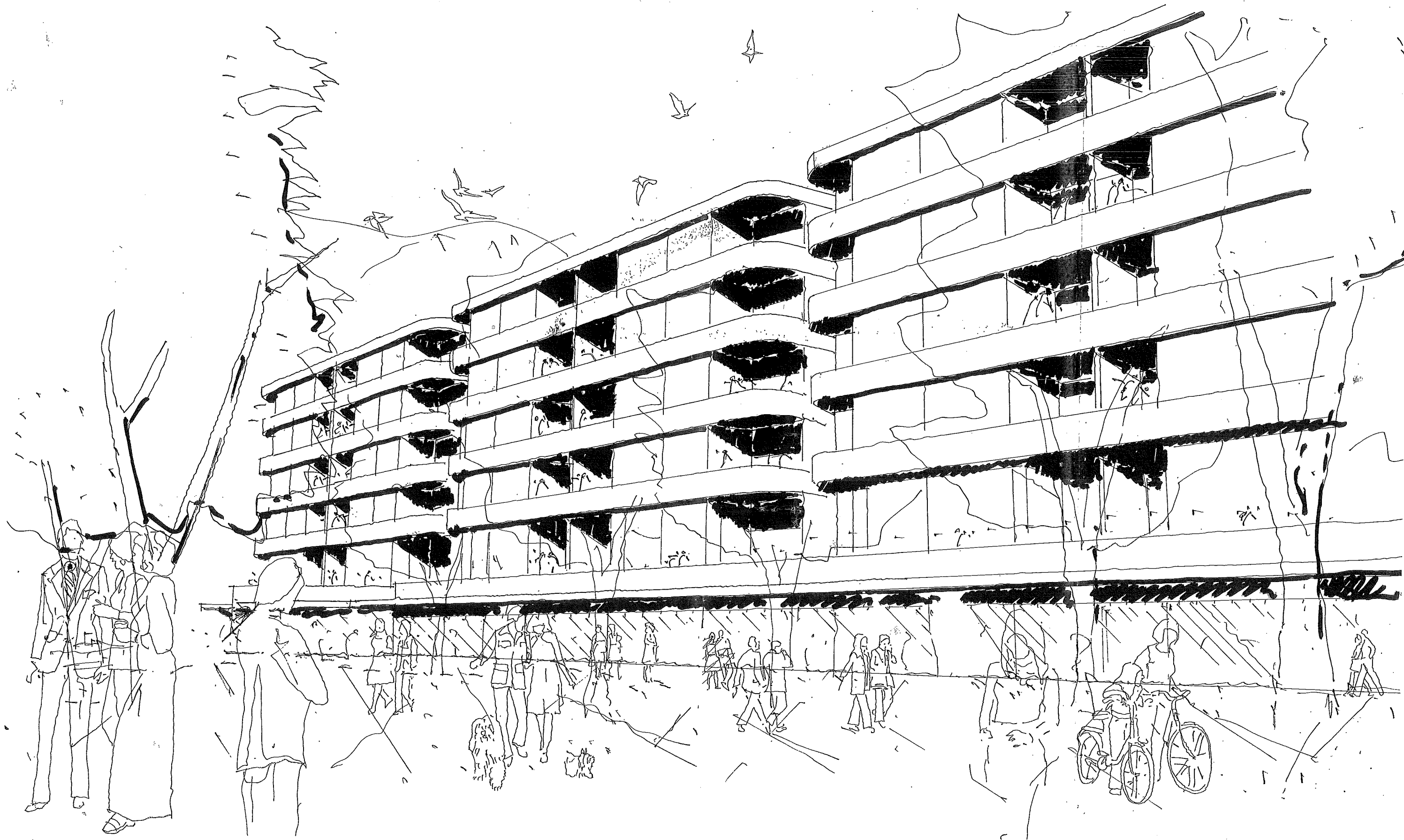
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COX









BLOCK 20 SECTION 34 D CROWN PERSPECTIVE ACROSS PARK
MAX FREEDMAN
NOVEMBER 2012

© Tridles

COX