

# **Ipswich City Council The Reserve Springfield Stadium Funding Agreement**

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# FUNDING AGREEMENT

This agreement is between:

- IPSWICH CITY COUNCIL of 45 Roderick Street, Ipswich, Queensland ('**Council**'); and
- BRISBANE BEARS-FITZROY FOOTBALL CLUB LIMITED ACN 054 263 473 of 812 Stanley Street, Woolloongabba, Queensland ('**Recipient**').

## 1. Reference Schedule

Item 1	End Date	31 July 2022
Item 2	Total Maximum Funding Contribution (exclusive of GST)	\$13,600,000
Item 3	Total Project Cost (exclusive of GST)	\$53,600,000
Item 4	Initial Payment (exclusive of GST)	\$2,000,000
Item 5	Recipient's bank account for payment of Funding Contributions	Westpac Bank Brisbane Lions AFC BSB 033 002 Account 076771
Item 6	Insurance	Public liability insurance for a minimum of \$20,000,000 per claim
Item 7	Federal Funding Amount	\$15,000,000
Item 8	State Funding Amount	\$15,000,000
Item 9	AFL Funding Amount	\$8,000,000
Item 10	Contact person and notice details – Council	Sean Madigan 45 Roderick Street, Ipswich Qld 4305 PO Box 191, Ipswich Qld 4305  sean.madigan@ipswich.qld.gov.au
Item 11	Contact person and notice details – Recipient	Jake Anson Level 5, 812 Stanley Street Woolloongabba Qld 4102 PO Box 1535 Coorparoo Dc Qld 4151  JAnson@lions.com.au

## 2. Interpretation

2.1 In this Agreement, unless the contrary intention appears:

**'AFL'** means Australian Football League Ltd ABN 97 489 912 318.

**'AFL Funding'** means funding from the AFL for the AFL Funding Amount or such other amount as is agreed between the parties.

**'AFL Funding Agreements'** means agreements between the AFL, the Recipient and any other relevant parties necessary to secure the AFL Funding for the purpose of the Project.

**'AFL Funding Amount'** means the amount stated in Item 9 of the Reference Schedule.

**'Agreement'** means this document including the schedules attached to it.

**'Agreement to Lease'** means the agreement with that title between the Council and the Recipient which was signed by the Council and by the Recipient on 25 February 2020 in respect of land situated at 60 Springfield Greenbank Arterial, Brookwater, Queensland.

**'Books of Account'** means any account, register or financial statement prepared by or for the Recipient and includes the source document used to prepare the account, register or financial statement.

**'Business Day'** means a day that is not a Saturday, Sunday or gazetted public holiday in Brisbane.

**'Completion'** means the stage when the construction of the Initial Facilities (as defined by the Lease) has been completed in accordance with clause 5.2 of the Lease.

**'Completion Report'** means a report in the form provided in Schedule 4, completed with the information and accompanied by any information that that form calls for.

**'Dissolution'** has the meaning given to it in the Agreement to Lease.

**'Elective Works Deed'** has the meaning given to it in the Agreement to Lease.

**'Eligible Project Costs'** means costs and expenses reasonably incurred by or on behalf of the Recipient in connection with the Project, but excluding any Ineligible Project Costs.

**'End Date'** means the date specified in Item 1 of the Reference Schedule.

**'Federal Funding'** means funding from the Commonwealth government for the Federal Funding Amount or such other amount as is agreed between the parties.

**'Federal Funding Agreements'** means agreements between the Commonwealth government, the Recipient and any other relevant parties necessary to secure the Federal Funding for the purpose of the Project.

**'Federal Funding Amount'** means the amount stated in Item 7 of the Reference Schedule.

**'Force Majeure'** means any occurrence or non-occurrence of an event as a direct or indirect result of which a party is prevented from or delayed in performing any of its obligations (other than a payment obligation or an obligation relating to insurance) under this Agreement and that is beyond the reasonable control of that party, including, but not limited to, forces of nature, industrial action, act of war, pandemic or embargo.

**'Funding'** means the funding provided by the Council to the Recipient under this Agreement and includes the Initial Payment and any Funding Contributions.

**'Funding Contribution'** means an amount paid to the Recipient under this Agreement.

**'Funding Contribution Amount'**, for a Funding Instalment, means the amount stated as such for that Funding Instalment in Schedule 1.

**'Funding Instalment'** means an instalment of the Total Maximum Funding Contribution set out in Schedule 1.

**'GST'** means any tax imposed by or through the GST Legislation.

**'GST Amount'** means the amount of GST that may be payable in respect of any taxable supply under this Agreement, calculated at the rate of GST applicable at the time of the taxable supply.

**'GST Legislation'** means *A New Tax System (Goods and Services Tax) Act 1999* and any related tax imposition Act (whether imposing tax as a duty of customs, excise or otherwise) and includes any legislation which is enacted to validate, recapture or recoup the tax imposed by any of such Acts.

**'Ineligible Project Costs'** means costs relating to the Project which have been paid for, or incurred (either in full or in part) by the Recipient, prior to the Start Date.

**'Initial Payment'** means the amount specified in Item 4 of the Reference Schedule.

**'Intellectual Property'** includes all copyrights, patent, trademarks, designs, semiconductor or circuit layout rights, confidentiality rights and other proprietary rights recognised by the World Intellectual Property

Organisation, whether registrable or not, whether created before, on or after the Start Date.

**'Lease'** means any lease of the Project Site entered into under the Agreement to Lease.

**'Lions Milestone'** means all Milestones except to the extent they relate to the payment by Springfield City Group of certain monies.

**'Maximum Milestone Funding Contribution'**, for a Funding Instalment, means the amount specified as such for that Milestone in Schedule 1.

**'Milestone'** means a milestone set out in Schedule 1 for a Funding Instalment.

**'Milestone Conditions'**, in relation to a Funding Instalment, means the conditions specified by that name in Schedule 1 in relation to that Funding Instalment.

**'Milestone Date'**, in relation to a Milestone or a Funding Instalment, means the date specified in Schedule 1 in relation to that Milestone or Funding Instalment.

**'Payment Claim'** means each of the following:

- (a) a claim for payment of a Funding Contribution, in the form of a Progress Report; and
- (b) a claim for payment of a Funding Contribution, in the form of a Completion Report.

**'Progress Report'** means a report in the form provided in Schedule 3, completed with the information and accompanied by any information that that form calls for.

**'Project'** has the meaning defined for that term in the Agreement to Lease.

**'Project Site'** means the land that is the subject of the Agreement to Lease that will become the premises under the Lease.

**'Reference Schedule'** means the schedule in clause 1.

**'Springfield City Group'** means Springfield City Group Pty Ltd ACN 055 714 531 or related entity.

**'Start Date'** means the date this Agreement is signed by the last party to sign this Agreement.

**'State Funding'** means funding from the Queensland government for the State Funding Amount or such other amount as is agreed between the parties.

**'State Funding Agreements'** means agreements between the Queensland government, the Recipient and any other relevant parties necessary to secure the State Funding for the purpose of the Project.

**'State Funding Amount'** means the amount stated in Item 8 of the Reference Schedule.

**'Tax Invoice'** has the meaning given to that term in the GST Legislation.

**'Term'** has the meaning given in clause 3.1.

**'Total Maximum Funding Contribution'** means the maximum amount of the funds approved by the Council for the Project as specified in Item 2 of the Reference Schedule, being the total of all Funding Instalments.

**'Total Project Cost'** means the amount specified in Item 3 of the Reference Schedule.

**'Transaction Documents'** means the following documents:

- (a) Agreement to Lease;
- (b) Lease; and
- (c) Elective Works Deed.

2.2 In this Agreement:

- (a) a reference to an individual or person includes a corporation or other legal entity;
- (b) a reference to 'the Council' or 'the Recipient' respectively includes the Council's and the Recipient's

officers, employees, contractors or agents;

- (c) words importing a gender include any other gender;
- (d) words in the singular include the plural and vice versa;
- (e) headings have been inserted for ease of reference only and are not intended to affect the meaning of this Agreement;
- (f) in the case of any inconsistency between a Schedule and another part of this Agreement, the precedence will be in the order of the other part of this Agreement and then the Schedules to the extent of any inconsistency;
- (g) defined terms include other parts of speech and grammatical forms of the defined word or phrase;
- (h) a reference to any legislation includes any subordinate legislation made under it and any legislation amending, consolidating or replacing it;
- (i) an agreement, representation or warranty by two or more persons binds them jointly and each of them individually;
- (j) the meaning of general words is not limited by specific examples introduced by "includes" or "including" or similar expressions; and
- (k) no rule of construction of documents shall apply to the disadvantage of a party, on the basis that the party put forward this document or any relevant part of it.

2.3 Despite any terminology, this document:

- (a) is signed, sealed and delivered by each party as a deed; and
- (b) includes each consent, schedule, appendix and annexure that may be attached to or incorporated into it by reference.

### **3. Term**

3.1 The '**Term**' of this Agreement starts on the Start Date and ends on the End Date unless terminated earlier in accordance with clause 14.

### **4. Recipient's obligations**

4.1 The Recipient must:

- (a) achieve Completion of the Project by the End Date;
- (b) achieve each Lions Milestone by its respective Milestone Date to the reasonable satisfaction of the Council;
- (c) expend an amount at least equal to the Total Project Cost on the delivery of the Project during the Term;
- (d) exercise due care and skill in carrying out the Project;
- (e) only use the Funding for the purpose of the Project and for no other purpose;
- (f) operate commercially in the State of Queensland throughout the Term;
- (g) have an Australian Business Number;
- (h) effect and maintain the insurances specified in Item 6 of the Reference Schedule in accordance with the Agreement to Lease;
- (i) submit to the Council a Progress Report:
  - (i) with each Payment Claim; and
  - (ii) within 5 Business Days following a request by the Council,

in the format set out in Schedule 3 signed by the Recipient's chief executive officer (or equivalent);

- (j) submit to the Council the Completion Report, in the format set out in Schedule 4, by the earlier of 60 days after Completion or the End Date;
- (k) provide to the Council reporting and information (additional to the Progress Reports) in respect of the Project and the Recipient's compliance with this Agreement, as reasonably requested by the Council;
- (l) provide to the Council copies of any progress reports that the Recipient must provide under the Federal Funding Agreements and the State Funding Agreements, at the same times as they must be provided under the Federal Funding Agreements and the State Funding Agreements;
- (m) own or have lawful access to Intellectual Property for each product, service and activity that the Recipient is undertaking as part of the Project and make it available for the Project;
- (n) keep proper and adequate Books of Account in relation to the Funding received and the Project;
- (o) record all expenditure relating directly or indirectly to, the Project, separate from all other income and expenditure of the Recipient;
- (p) if required by the Council, at the end of the Project and at the expense of the Recipient, have its Books of Account audited in relation to the Funding received and the Project (including expenditure on Ineligible Project Costs) and provide a copy of the audited accounts to the Council by the End Date;
- (q) if requested by the Council arrange for an authorised representative of the Recipient to attend interviews with the Council to discuss the progress and outcomes of the Project;
- (r) upon 3 Business Days' notice permit and provide persons ('**Auditors**') nominated by the Council access at all reasonable times to the Recipient's premises, books, records, documents, computer systems, equipment and other property to verify compliance by the Recipient with its obligations under this Agreement;
- (s) if the Recipient is required to permit and provide access to Auditors in accordance with clause 4.1(r), permit the Auditors to make copies of books, records, documents and other materials, and provide the Auditors with the necessary facilities to enable them to do so;
- (t) immediately notify the Council in writing when it becomes aware of any of the following:
  - (i) any actual or proposed material change which affects, or may affect, the Recipient (including, but not limited to, any actual or proposed change in control of the Recipient or any change in key personnel of the Recipient);
  - (ii) the occurrence or likely occurrence of any material delay or failure with respect to the Project or that creates a material risk that the Project might not reach Completion by the End Date; and
  - (iii) any matters that relate to, or may be expected to, adversely affect the Recipient (including, but not limited to, its financial position and reputation, or reputation and standing of its key personnel) or the Project.

4.2 The Recipient's notification under clause 4.1(t) does not limit the Council's rights under this Agreement or at law.

4.3 The Recipient must immediately notify the Council if:

- (a) the Federal Funding ceases to be available to the Recipient, or there is a reasonable cause to think it might cease to be available;
- (b) the Recipient does not receive a payment of the Federal Funding as expected under the Federal Funding Agreements;
- (c) a Federal Funding Agreement is terminated;
- (d) the State Funding ceases to be available to the Recipient, or there is a reasonable cause to think it might cease to be available;
- (e) the Recipient does not receive a payment of the State Funding as expected under the State Funding Agreements;

- (f) a State Funding Agreement is terminated;
- (g) the AFL Funding ceases to be available to the Recipient, or there is a reasonable cause to think it might cease to be available;
- (h) the Recipient does not receive a payment of the AFL Funding as expected under the AFL Funding Agreements; or
- (i) an AFL Funding Agreement is terminated.

4.4 The Recipient warrants and acknowledges that:

- (a) to the best of its knowledge and belief, all ancillary material provided by the Recipient at any time under or in connection with this Agreement is true, accurate and complete;
- (b) subject to the Transaction Documents, the Recipient undertakes the Project entirely at the Recipient's own risk;
- (c) subject to the Transaction Documents, the Council has not made any representations or warranties in connection with the Project or the Project's outcomes and any representations or warranties that would otherwise be implied are excluded;
- (d) to the best of its knowledge and belief, no conflict of interest exists or is likely to arise in relation to its receipt of the Funding or the performance of its obligations under this Agreement; and
- (e) if during the Term a conflict of interest arises, the Recipient will notify the Council immediately in writing of that conflict of interest and will take all reasonable steps required by the Council to remove such conflict of interest.

## **5. Initial Payment**

5.1 If there is an Initial Payment, the Council will pay the Initial Payment to the Recipient within 30 days of receipt of a valid Tax Invoice from the Recipient.

5.2 The Recipient must expend the Initial Payment towards the Project.

5.3 If at the end of the Term the Recipient has failed, in the Council's reasonable opinion, to comply with clause 5.2, the Council may at any time require the Recipient to repay that part of the Initial Payment provided to the Recipient under this Agreement that has not been expended toward the Project. The Recipient agrees that such sum will be a debt due and recoverable by the Council.

## **6. Provision of Funding Contributions**

6.1 Subject to clauses 7 and 8 and the other terms of this Agreement, the Council will pay a Funding Instalment to the Recipient's nominated bank account listed in Item 5 of the Reference Schedule, or otherwise notified by the Recipient to the Council, within 30 days of receipt of a valid Payment Claim for that Funding Instalment.

6.2 The Recipient acknowledges that:

- (a) subject to clause 6.1 and the Transaction Documents, the Recipient is responsible for payment of all costs and expenses associated with the Project; and
- (b) there is no obligation on the Council to provide any additional or future financial assistance in respect of the Project unless the Council, in its sole discretion, determines otherwise (having regard to clauses 6.3 and 6.4 of the Lease).

6.3 The Milestones may only be varied with the prior written approval of the Council, to which approval may be given subject to conditions, including a variation to the amount of the Funding.

## **7. Payment Claims**

7.1 The Recipient must make a Payment Claim to the Council to be eligible for a Funding Contribution.



- 7.2 Subject to clause 21, the Recipient may make a Payment Claim in respect of a Funding Instalment only after the Milestone Conditions for that Funding Instalment have been satisfied and the Council is entitled to ignore any Payment Claim made before then.
- 7.3 A Payment Claim must include the information and material specified in Schedule 2.
- 7.4 The Council may, at any time after receiving a Payment Claim, request the Recipient to provide to the Council any additional information reasonably required by the Council prior to processing the Payment Claim. The Council may do this more than once in respect of a Payment Claim.
- 7.5 If the Council makes a request under clause 7.4, the Recipient must comply with the request within 5 Business Days of the Council's request.
- 7.6 The Recipient must not make a Payment Claim where it is intended that such Funding is to be used toward Ineligible Project Costs.
- 7.7 For the avoidance of doubt, the Council will only provide a Funding Contribution in respect of a Payment Claim where the Payment Claim is for Eligible Project Costs.

## **8. Refusing or withholding payment of Funding Contributions**

- 8.1 If the Recipient:
- (a) fails to obtain or achieve a Lions Milestone by the relevant Milestone Date; or
  - (b) is otherwise in breach of this Agreement,
- the Council may, without prejudicing any of its other rights:
- (c) refuse a Payment Claim;
  - (d) withhold payment of a Payment Claim until the Recipient is no longer in breach of this Agreement, the Council has waived the Recipient's breach in writing or the Lions Milestone has been achieved (if relevant); or
  - (e) terminate this Agreement in accordance with clause 14.1, in which case, neither party will have any further claim under this Agreement to the other except for any accrued liability.
- 8.2 Subject to clause 21.2, if a Milestone (other than a Lions Milestone) has not been achieved in respect of a Funding Instalment for which the Recipient has made a Payment Claim, the Council may, without prejudicing any of its other rights:
- (a) refuse the Payment Claim; or
  - (b) withhold payment of the Payment Claim until the relevant Milestone has been achieved.

## **9. Confidentiality and announcements**

- 9.1 Where information is provided by one party which, in the opinion of that party, is confidential and communicated as such to the other party, the other party must take all reasonable steps to ensure that the information is not disclosed or communicated or used by persons other than those officers, employees or agents of the other party who need to know the information for purposes related to the Project.
- 9.2 The obligations in clause 9.1 are not applicable in the following circumstances:
- (a) any disclosure required by law;
  - (b) any disclosure to solicitors, barristers or other professional advisors under a duty of confidentiality;
  - (c) any disclosure to that party's bankers or other financial institutions or other funders to the extent required for the purpose of raising funds or maintaining compliance with credit, trust and prudential arrangements;
  - (d) to employees, legal advisers, financial advisers, auditors, prospective investors and other consultants of the relevant party or its related bodies corporate requiring the information for the purposes of this

deed;

- (e) if disclosure is expressly authorised by this Agreement;
- (f) if the information is lawfully in the possession of the recipient of the information through sources other than the party who supplied the information;
- (g) if strictly and necessarily required in connection with legal proceedings or a dispute resolution process relating to this deed;
- (h) if the information is generally and publicly available other than as a result of breach of confidence by the person receiving the information;
- (i) if the recipient acquires information from a third party which is entitled to disclose the relevant information.

9.3 Subject to clauses 9.4 to 9.7, the Recipient must not make any public media statement in relation to this Agreement, the Funding provided under this Agreement or the Project without the prior written consent of the Council.

9.4 Despite clause 9.3, the Recipient is not required to seek Council's consent to any public media statement in relation to the Project where the public media statement does not mention Council's involvement with the Project beyond a mention solely to comply with clause 9.8.

9.5 The Recipient must provide a draft of the proposed public media statement to the Council prior to publication for the Council's approval (where applicable).

9.6 The Recipient must provide the Council with:

- (a) at least one Business Day's notice of any proposed public media event in respect of the Project; and
- (b) any proposed public media statement for approval at least one Business Day prior to its release as well as making any changes or amendments to the form, content or manner reasonably requested by the Council.

9.7 The Recipient acknowledges and agrees that the Council may publicly disclose:

- (a) the Recipient's name and address;
- (b) details of the Funding;
- (c) general details of the Project; and
- (d) any information required to be disclosed:
  - (i) to comply with or meet applicable standards for accountability of public money; or
  - (ii) in accordance with established local governmental policies, procedures or protocols.

9.8 The Recipient must acknowledge the provision of the Funding by the Council in all promotional material and publications referring to the Project.

## **10. Release and indemnity**

10.1 In this clause 10, '**Claim**' has the meaning given to it under the Agreement to Lease.

10.2 The Recipient releases (to the full extent permitted by law) and indemnifies the Council from and against any Claim which may be brought against or made upon the Council arising directly or indirectly as a result of:

- (a) any breach of this Agreement by the Recipient; or
- (b) the Recipient's use of any of the Intellectual Property in the course of or arising from the Project or a Claim by a third party against the Council for infringement (or alleged infringement) of that third party's Intellectual Property,

except to the extent that any breach of this Agreement or negligent or unlawful act or omission by the Council caused or contributed to the Claim.

## 11. Limit on liability

- 11.1 The Council's liability under this Agreement is limited to the amount of the Total Maximum Funding Contribution.
- 11.2 To the extent permitted by law, the Council and its officers, employees, agents, contractors or suppliers are not liable for any Consequential Damages even if the Council, its officers, employees, agents, contractors or suppliers are aware of the possibility of those Consequential Damages.
- 11.3 For the purposes of this clause 11, **'Consequential Damages'** means special, incidental, indirect, exemplary, punitive or consequential damages, loss of revenue, loss of profits, loss of production, loss of data, loss of goodwill or credit, loss of reputation or future reputation or publicity, loss of use, loss of interest, damage to credit rating, loss or denial of opportunity, loss of anticipated savings, or increased or wasted overhead costs; or which relates to additional expenses incurred or rendered futile; or which is not a natural or immediate consequence of the cause of action; or which is suffered as a result of a claim by a third party, whether in contract, tort, statute or otherwise.

## 12. Steering Committee and Project Control Group

- 12.1 The parties acknowledge and agree that pursuant to clause 14 of the Agreement to Lease, Council will have representation on the Steering Committee and Project Control Group.
- 12.2 Unless otherwise reported to the Steering Committee or Project Control Group, the Recipient must keep Council duly notified in relation to any delays to the critical path of the Project.
- 12.3 In this clause 12, the terms **'Steering Committee'** and **'Project Control Group'** have the meaning given to them under the Agreement to Lease.

## 13. Project variation

- 13.1 The Recipient acknowledges that a variation to the Project may impact on the level of Funding, especially if the Project's scope is reduced and the Total Project Costs are less than the amount provided in the Reference Schedule. Any variation to the Project must be made in accordance with clause 20.11.

## 14. Termination

- 14.1 The Council may immediately terminate this Agreement by notice in writing if:
- (a) the Recipient breaches an obligation under this Agreement and:
    - (i) the breach is not capable of being remedied; or
    - (ii) the breach is capable of being remedied and the Recipient fails to remedy the breach within 14 days after the Recipient is given a notice to remedy from the Council specifying the breach;
  - (b) the Recipient undergoes a Dissolution;
  - (c) the Recipient gives, or is required to give, the Council a notice under clause 4.3; or
  - (d) the Council forms the opinion, on reasonable grounds, that the Recipient will not have sufficient funds to achieve Completion from a combination of:
    - (i) Funding Contributions;
    - (ii) the Federal Funding;
    - (iii) the State Funding;
    - (iv) the AFL Funding; and
    - (v) the Recipient's own financial resources.
- 14.2 Before terminating this Agreement under clause 14.1(d), the Council must:
- (a) give notice to the Recipient of its intention to terminate;

- (b) wait for 28 days to give the Recipient an opportunity to respond to the Council's concerns and provide any information the Recipient thinks will help the Council reverse its opinion; and
- (c) take into account any such response and information.

14.3 If the Council terminates this Agreement under clause 14.1:

- (a) it may, in the notice of termination, require the Recipient to repay that part of any Funding paid to the Recipient by Council that has not been expended or committed for Eligible Project Costs and such sum will be a debt due and recoverable by the Council;
- (b) it will have no liability to pay any further sums due under this Agreement to the Recipient; and
- (c) such termination will be without prejudice to any other rights the Council may have against the Recipient.

14.4 For the purpose of clause 14.3(a), **'committed'**, in relation to an Eligible Project Cost, means that the Recipient has a legal obligation to pay the Eligible Project Cost at a future time.

14.5 The Council may, at any time, by 30 days written notice to the Recipient, terminate this Agreement without giving a reason.

14.6 If the Council terminates this Agreement under clause 14.5:

- (a) subject to clause 14.6(b), it will have no liability to pay any further Funding under this Agreement to the Recipient other than those parts of the Funding that were due and payable at the date of termination; and
- (b) such termination will be without prejudice to any other rights the Council may have against the Recipient or vice versa.

## 15. Suspension

15.1 The Council may suspend this Agreement if:

- (a) it has the right to terminate this Agreement under clause 14.1;
- (b) the Council has given a notice under clause 14.1(a)(ii); or
- (c) the Council has given a notice under clause 14.2(a).

15.2 A suspension ends when the relevant event giving rise the suspension ends (if applicable)..

15.3 A suspension under clause 15.1(b) also ends if the Recipient remedies the breach, specified in the notice under clause 14.1(a)(ii), within 14 days after being given the notice.

15.4 During a suspension:

- (a) the Council's obligations to make payments under this Agreement are suspended;
- (b) the Council's rights, and the Recipient's obligations, under this Agreement remain in effect; and
- (c) the Council may terminate this Agreement under clause 14 if the Council otherwise has the right to do so.

## 16. Survival of clauses

16.1 The following clauses will survive termination or expiration of this Agreement:

- (a) clauses 4.1(i) and 4.1(j);
- (b) clauses 4.1(n) and 4.1(o);
- (c) clause 4.1(p);
- (d) clauses 4.1(r) and 4.1(s);

- (e) clause 9;
- (f) clause 10; and
- (g) clause 11.

## **17. Agreement management and dispute resolution**

- 17.1 Each party nominates the person specified in Item 10 and Item 11 of the Reference Schedule (as applicable to that party) to be the contact officer for the day to day management of this Agreement. Either party may change the contact officer by written notice to the other party.
- 17.2 For the purposes of this clause 17, a dispute will have arisen when either party gives notice to that effect to the other (**'Dispute'**). The notice is called a **'Dispute Notice'**.
- 17.3 The party giving the Dispute Notice (**'First Party'**) must, at the same time the Dispute Notice is given, provide a list of three or more names of suggested mediators who must be a Queens Counsel. The other party (**'Other Party'**) must select a mediator from the list of suggested mediators by written notice to the First Party within 5 Business Days.
- 17.4 If Other Party does not select a mediator within the timeframe in clause 17.3, the First Party may do so by notice to the Other Party.
- 17.5 The parties agree to mediate the Dispute in accordance with the mediation rules of The Australian Centre for International Commercial Arbitration and to take action to have the Dispute mediated within 7 days after the mediator being selected pursuant to clause 17.3 or 17.4 (as the case may be). The parties will be jointly responsible for the fees of the mediation and each party shall bear its own costs.
- 17.6 The parties may, but are not required, to enter into a written agreement before mediating a Dispute.
- 17.7 If any procedural aspects are not specified sufficiently in the rules under clause 17.5, the parties agree to conduct the mediation regarding those aspects in accordance with the determination of the mediator whose decision regarding those aspects is final and binding on the parties.
- 17.8 A legal representative acting for any party may participate in the mediation.
- 17.9 From the time when a Dispute Notice is served until the termination of the mediation of the relevant Dispute, the parties must not take any action to terminate this Agreement on the basis of anything forming part of the subject matter of the Dispute.
- 17.10 However, clause 17.9 does not prevent the Council from terminating this Agreement under clause 14.1(d) or 14.5.

## **18. GST**

- 18.1 The Funding payable under this Agreement is exclusive of GST.
- 18.2 The Recipient warrants that it is registered for GST as at the Start Date. The Recipient must immediately notify the Council if it ceases to be registered for GST.
- 18.3 If the Funding is consideration for a taxable supply under the GST Legislation the Council will pay to the Recipient the GST Amount in addition to the Funding, subject to the Recipient first submitting to the Council a valid Tax Invoice in respect of the supply.
- 18.4 If, for any reason, there is, including without limitation:
- (a) any amendment to the GST Legislation;
  - (b) a ruling or advice issued by the Commissioner of Taxation;
  - (c) a refund to the Council or to the Recipient in respect of a supply made under this Agreement; or
  - (d) a decision of any tribunal or court,

and the amount of GST paid by the Council differs from the amount of GST paid or payable by the Recipient to the Commissioner of Taxation, then the Recipient must issue an appropriate GST adjustment note and any difference must be paid by or to the Council as the case may be.

18.5 The parties agree to exchange such information as is necessary to enable each party to accurately assess its rights and obligations under this clause 18.

## 19. Notices

19.1 Any notice or other communication to be given under this Agreement must be in writing and may be delivered by hand, or sent by pre-paid post, facsimile or email transmission to the respective addresses set out in Item 10 and Item 11 of the Reference Schedule or any substitute address a party may notify to the other for the purposes of this clause 19.

19.2 A notice or other communication to the Recipient under this Agreement may also be given in a manner provided in section 109X of the *Corporations Act 2001*.

19.3 Notices will be deemed to have been given:

- (a) if posted – the Business Day after posting;
- (b) if delivered – on the date of delivery;
- (c) if sent by facsimile transmission or email, on receipt by the sender of a report from the sender's transmitting machine that the notice has been transmitted. If a notice is served on a day that is not a Business Day, or after 5.00pm on any Business Day, the Notice is served at 9.00am on the following Business Day.

19.4 A notice must be in legible English and signed by the party giving the Notice, or on its behalf by its lawyer, attorney, manager or other agent which includes (for a corporation, association or other body) any director, manager, secretary or other authorised officer of it.

## 20. General provisions

20.1 **(Entire agreement)** Subject to the Transaction Documents, the terms of agreement between the parties are those set out in this Agreement, and, unless expressly stated in this Agreement, no written or oral agreement, arrangement or understanding made or entered into prior to the Start Date will in any way be read or incorporated into this Agreement.

20.2 **(No assignment or novation)** The Recipient may not assign or novate the Agreement or any of the benefits or obligations under the Agreement without the Council's prior written consent.

20.3 **(Relationship)** The parties agree that no employment relationship, agency or partnership exists between the Council and the Recipient.

20.4 **(Severability)** The invalidity or unenforceability of any one or more of the provisions of this Agreement will not invalidate or render unenforceable the remaining provisions of the Agreement. Any illegal or invalid provision or part of a provision of this Agreement will be severable and all other provisions will remain in full force and effect.

20.5 **(Jurisdiction)** This Agreement is governed by the law of the State of Queensland and the parties agree to submit to the jurisdiction of the courts of the State of Queensland.

20.6 **(Waiver)** No right under this Agreement will be deemed to be waived except by notice in writing agreed by the waiving party. A failure by a party to enforce at any time any provision of this Agreement will not constitute a waiver of the party's rights in respect of the provision.

20.7 **(Compliance with laws)** The Recipient must comply with all relevant laws, regulations and legal duties that may be applicable to the Project and the Recipient's activities in undertaking the Project.

20.8 **(Costs)** The parties will pay their own costs (including legal costs), expenses and disbursements of and incidental to the preparation, execution of this Agreement. The Recipient is responsible for any duty payable in respect of this Agreement or any payment under it.

- 20.9 **(Time)** Any act, matter or thing required under this Agreement to be done on a day which is not a Business Day must be done on the next Business Day.
- 20.10 **(Force Majeure)** If any party is unable by reason of Force Majeure to carry out any of its obligations whether wholly or in part under this Agreement, the party so affected (the '**Affected Party**') will immediately give notice to the other party in writing of the Force Majeure specifying full particulars thereof whereupon its obligations will, to the extent to which they are affected by the Force Majeure, be suspended and the time prescribed under this Agreement for performing its obligations will be suspended, but for no longer period than the continuance of the Force Majeure. The party claiming Force Majeure will use all reasonable diligence to remove or overcome the conditions constituting Force Majeure and minimise the impact as quickly as possible. However, the other party may terminate this Agreement if the Affected Party's performance of its obligations under this Agreement is materially affected by Force Majeure lasting more than 60 days.
- 20.11 **(Variation)** This Agreement may only be varied by agreement in writing by both parties.
- 20.12 **(Warranty)** Council and its signatories warrant that except to the extent that something different is contemplated by this agreement:
- (a) it has the power to enter into and perform its obligations under this Agreement and to carry out the transactions contemplated in this Agreement;
  - (b) this Agreement is its valid and binding obligation; and
  - (c) neither the execution and performance by it of this Agreement nor any transaction contemplated under them will violate in any respect any provision of:
    - (i) its constituent documents; or
    - (ii) any other document, agreement or other arrangement binding on it or its assets.

## 21. Council Milestones

### 21.1 Council to not delay

- (a) The parties agree and acknowledge that some of the Milestones require Springfield City Group to make certain payments as noted in Schedule 1 ('**SCG Amounts**').
- (b) Council warrants that as at the date of Council signing this agreement, Springfield City Group Pty Ltd ACN 055 714 531 has a legal obligation to pay the SCG Amounts to Council during the term of this agreement and in any event, in the case of each SCG Amount by the relevant SCG Recovery Date.
- (c) Council must:
  - (i) not unreasonably delay recovery of the SCG Amounts;
  - (ii) use all reasonable endeavours to pursue the payment of each SCG Amount by SCG by the relevant SCG Recovery Date;
  - (iii) upon request, keep the Recipient duly informed and updated in relation to Council's progress in recovering the SCG Amounts; and
  - (iv) must not do anything which may prejudice Council's ability to recover the SCG Amounts (for the avoidance of doubt, nothing in this clause 21.1(c)(iv) shall fetter Council's exercise of statutory obligations, duties or powers in its capacity as a local government).
- (d) Council must notify the Recipient of any part of the SCG Amounts received as soon as reasonably practicable after they have been received.

### 21.2 Part payment

- (a) This clause 21.2 applies if SCG pays an amount less than the relevant SCG Amount in respect of a Funding Instalment.
- (b) Despite the terms of a SCG Milestone Condition and clause 7.2, Council must pay to the Lions the actual amount received from SCG with respect to a SCG Milestone Condition from time to time within 30 days of Council receiving such funds from SCG ('**Part Payment Claim**').
- (c) The parties acknowledge and agree that:

- (i) clauses 7.3 to 7.7 and clause 8 apply to any Part Payment Claim; and
- (ii) any Part Payment Claim does not affect the Recipient's entitlement to the balance of the relevant Funding Instalment.

### 21.3 Definitions

In this clause 21:

- (a) **'SCG Milestone Condition'** means Milestone Condition 2 in Funding Instalment 1, Funding Instalment 2 and Funding Instalment 3 as noted in Schedule 1.
- (b) **'SCG Recovery Date'** means, for a particular Funding Instalment, the date noted as such in the Milestone Schedule.

## 22. Repayment Amount – 22B Site

### 22.1 Application

- (a) Subject to clause 22.1(b), this clause 22 applies if:
  - (i) the parties have entered into the 22B Agreement to Lease and 22B Lease;
  - (ii) Council has paid at least the Threshold Amount to the Recipient pursuant to this Agreement; and
  - (iii) the Recipient does not substantially commence construction of the Facilities by the 22B Construction Start Date.
- (b) Despite clause 22.1(a), this clause 22 will not apply:
  - (i) if any of the 22B Conditions were not satisfied or fulfilled (as the case may be) as at the Sunset Date;
  - (ii) if the Recipient was unable to substantially commence construction of the Facilities by the 22B Construction Start Date as a result of Council's breach of this Agreement or an Applicable Transaction Document; or
  - (iii) if the 22B Agreement to Lease comes to an end other than as a result of the Recipient's default.

### 22.2 Repayment

- (a) If this clause 22 applies, Council may require the Recipient to repay to Council all or any part of the Repayment Amount by issuing a written demand to the Recipient outlining that part of the Repayment Amount that Council requires to be repaid (**'Repayment Demand'**).
- (b) Subject to clause 22.2(c), the Recipient must pay that part of the Repayment Amount noted in the Repayment Demand (**'Claimed Amount'**) to Council within 30 days of receiving the Repayment Demand.
- (c) If the Recipient does not agree with Council's calculation of the value of the 4 multipurpose courts to be excluded from the 22B Amount in calculating the Claimed Amount, then:
  - (i) the Recipient may notify Council of that fact within 14 days of receiving the Repayment Demand;
  - (ii) the parties must act in good faith to negotiate a revised Claimed Amount and revised repayment timing; and
  - (iii) if the parties cannot agree a revised Claimed Amount and repayment timing within 14 days of the Recipient's Notice then a dispute for the purposes of clause 17.2 of the 22B Agreement to Lease will be deemed to exist.

### 22.3 Parties to negotiate

- (a) The parties agree and acknowledge that this Agreement may be entered into prior to the 22B Agreement to Lease and 22B Lease.
- (b) If, due to the form of the final 22B Agreement to Lease and 22B Lease, changes are required to this



clause 22 to clarify or achieve the intent of this clause 22, the parties agree to negotiate those changes in good faith and enter into a variation of this Agreement.

## 22.4 Definitions

In this clause 22:

- (a) **'22B Agreement to Lease'** means the agreement to lease to be entered between Council (as lessor) and the Recipient (as lessee) with respect to the property described as 22B Eden Station Drive, Brookwater, Queensland in connection with the Project.
- (b) **'22B Amount'** means \$3,405,893 less the value of 4 multipurpose courts, or such lesser amount being the estimated embellishment costs for "Local Level" sports grounds as outlined in the Ipswich Planning Scheme as at the date of the Repayment Demand.
- (c) **'22B Conditions'** means the following conditions and obligations under the 22B Agreement to Lease:
  - (i) the "Ministerial Exemption Condition" (as defined in the 22B Agreement to Lease);
  - (ii) Council's obligation (as lessor) to:
    - (A) secure "Vacant Possession" (as defined in the 22B Agreement to Lease) under clause 4.2 of the 22B Agreement to Lease by the "Vacant Possession Date" (as defined in the 22B Agreement to Lease); and
    - (B) provide the "Registration Confirmation Statement" (as defined in the 22B Agreement to Lease) to the Recipient (as lessee) under clause 7.1(a)(2) of the 22B Agreement to Lease by the "Reconfiguration Date" (as defined in the 22B Agreement to Lease); and
    - (C) complete the "Fit For Purpose Works" (as defined in the 22B Agreement to Lease) under clause 9.3 of the 22B Agreement to Lease by the "Fit For Purpose Works Date" (as defined in the 22B Agreement to Lease).
- (d) **'22B Construction Start Date'** means the date referred to in clause 5.3(b) of the 22B Lease (as extended under clause 5.3(c) of the 22B Lease) or such other later date agreed to in writing by the parties.
- (e) **'22B Lease'** means the lease between Council (as lessor) and the Recipient (as lessee) to be entered into pursuant to the 22B Agreement to Lease.
- (f) **'Applicable Transaction Documents'** means the following documents:
  - (i) the Transaction Documents;
  - (ii) 22B Agreement to Lease;
  - (iii) 22B Lease; and
  - (iv) any other ancillary documents entered into between the Recipient and Council in connection with such documents.
- (g) **'Facilities'** has the meaning given to it in the 22B Lease.
- (h) **'Sunset Date'** means the "Sunset Date" pursuant to the 22B Agreement to Lease.
- (i) **'Repayment Amount'** means the amount by which the Funding Contribution Amounts paid by Council under this agreement exceeds the Threshold Amount up to a maximum of the 22B Amount.
- (j) **'Threshold Amount'** means the Total Maximum Funding Contribution less the 22B Amount.

## Signing

### Executed as a deed

**Signed sealed and delivered** by Ipswich City Council as Lessor by David Farmer, Chief Executive Officer, as duly authorised Council delegate under section 238 of the *Local Government Regulation 2012* in the presence of

---

Signature of Witness

---

Signature of Council delegate

---

Print full name of Witness

**Executed as a deed** by Brisbane Bears-Fitzroy Football Club Limited ACN 054 263 473 as Lessee

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Director/Sole Director/Sole Director and Secretary

---

Director/Secretary (if applicable)

---

Print full name of Director/Sole Director

---

Print full name of Director/Secretary

## Schedule 1 Funding Instalments

### Funding Instalment 1:

Milestone Conditions:	<ol style="list-style-type: none"> <li>1. The works to carry out the Project on the Project Site are ongoing or have been completed.</li> <li>2. The Council has received the sum of \$3,000,000 from Springfield City Group as infrastructure contributions intended for this Project.</li> </ol>
Milestone Date:	Within 30 days after the Council has received the amount of \$3,000,000 from Springfield City Group (subject to clause 21). This amount of \$3,000,000 is the <b>'SCG Amount'</b> for this Funding Instalment.
Funding Contribution Amount:	\$3,000,000
SCG Recovery Date	31 July 2020

### Funding Instalment 2:

Milestone Conditions:	<ol style="list-style-type: none"> <li>1. The works to carry out the Project on the Project Site are ongoing or have been completed.</li> <li>2. The Council has received the sum of \$6,000,000 from Springfield City Group as infrastructure contributions intended for this Project (inclusive of the sum referred to at Funding Instalment 1).</li> </ol>
Milestone Date:	Within 30 days after the Council has received that sum of \$6,000,000 from Springfield City Group (subject to clause 21). This amount of \$6,000,000, less the SCG Amount for Funding Instalment 1, is the <b>'SCG Amount'</b> for this Funding Instalment.
Funding Contribution Amount:	\$3,000,000
SCG Recovery Date	30 June 2020

### Funding Instalment 3:

Milestone Conditions:	<ol style="list-style-type: none"> <li>1. The works to carry out the Project on the Project Site are ongoing or have been completed.</li> <li>2. The date 31 July 2021 has arrived.</li> </ol>
Milestone Date:	31 July 2021
Funding Contribution Amount:	\$2,554,000.00
SCG Recovery Date	Not applicable

### Funding Instalment 4:

Milestone Conditions:	<ol style="list-style-type: none"> <li>1. The works to carry out the Project on the Project Site are ongoing or have been completed.</li> <li>2. The Council has received the sum of \$9,046,000 from Springfield City Group as infrastructure contributions intended for this Project (inclusive of the sums referred to at Funding Instalments 1 and 2). This amount of \$9,046,000, less the SCG Amounts for Funding Instalments 1 and 2, is the <b>'SCG Amount'</b> for this Funding Instalment.</li> </ol>
Milestone Date:	Within 30 days after the Council has received that sum of \$9,046,000 from Springfield City Group (subject to clause 21).
Funding Contribution Amount:	\$3,046,000
SCG Recovery Date	30 June 2022

## Schedule 2 Information and material for Payment Claims

1. A valid Tax Invoice from the Recipient setting out the amount sought as a Funding Contribution under this Agreement.
2. For the first Payment Claim if the Council has made an Initial Payment to the Recipient:
  - (a) evidence of the expenditure of the Initial Payment towards Eligible Project Costs; and
  - (b) a description of the Eligible Project Costs to which the Recipient has applied the Initial Payment.
3. Provision of a Progress Report, or, for a Payment Claim for the final Funding Instalment under this Agreement, provision of a Completion Report.
4. The Progress Report must set out:
  - (a) a description of the Milestones for the Funding Instalment that the Payment Claim is for;
  - (b) the Milestone number;
  - (c) a cost breakdown showing each item of expenditure by the Recipient for the Payment Claim;
  - (d) the date of each item of expenditure;
  - (e) the total expenditure by the Recipient for the Payment Claim (which must not include expenditure of the Initial Payment);
  - (f) the total expenditure amount which has been expended on Eligible Project Costs, including expenditure of the Initial Payment;
  - (g) the total expenditure amount which has been expended on the Project including Eligible Project Costs and Ineligible Project Costs;
  - (h) the Recipient's calculation of the Funding Contribution in accordance with Schedule 1 and clause 7 of this Agreement; and
  - (i) the description of the Recipient's progress for obtaining or delivering each Milestone for the Funding Instalment that the Payment Claim is for, against the relevant Milestone Date.
5. Any other information and material reasonably requested by the Council, including information to demonstrate the progress of the Project.

### Schedule 3 Progress Report format

# Monthly Report

## Sport and Recreation Infrastructure Partnership Office

### PROJECT PROGRESS REPORT – (MONTH/YEAR):

GENERAL	
Organisation	
Project	
Total Project Cost	
Approved Funding	
Approved Funding %	
Application Number	

KEY PROJECT CONTACTS		
<i>(Please include a list of key people involved in the project. Please identify the key contact for SR)</i>		
Person	Role	Contact Details

### SECTION 1: SUMMARY REPORT (all figures to be GST exclusive)

Approved Project Budget:	
Department of Housing & Public Works – Sport and Recreation	\$
Other funding sources	\$
Funded organisation	\$
Third party (LGA, State, Federal)	\$
<b>Total (GST exclusive)</b>	<b>\$</b>

Current Expenditure to date:	
Eligible	\$
Ineligible	\$
<b>Total (GST exclusive)</b>	<b>\$</b>

<b>Project Status</b>	
Stage of project	
Total percentage of construction completed	
Total Works in Ground Estimate (Accrual for unclaimed works)	\$

Project status – comments

KEY MILESTONES		
	Planned Date	Forecast / Actual Date
<b>PRE-CONSTRUCTION PHASE</b>		
Land Tenure		
Project Program		
Scope of Works		
Detailed Design		
Development Approval		
Building Approval		
Project cost / estimate		
Procurement documentation		
Award Contract		
<b>CONSTRUCTION PHASE</b>		
Construction Works commence		
Construction Works complete		
<b>POST CONSTRUCTION PHASE</b>		
Certificate of Practical Completion or Final Inspection Certificate		
Certificate of Classification		
Official Opening		

RISK REGISTER			
Date	Issues of Concern / Delay	Actions being taken to resolve issues	Issue resolved?

**SECTION 2: CONTRACT INFORMATION**

Please include details on contracts awarded. If in-kind works are to be used, please refer to the section below.

<b>CONTRACTS</b>					
<b>Contract</b>	<b>Contractor</b>	<b>Contract Sum</b>	<b>Adjusted Contract Sum</b>	<b>Date of Award</b>	<b>Insurance Held</b>
<b>CONSULTANTS</b>					
Project Management		\$	\$		
Civil Design / Structural / Hydraulics		\$	\$		
Environmental		\$	\$		
Landscape		\$	\$		
Geotechnical		\$	\$		
Cultural / Heritage		\$	\$		
<b>CONSTRUCTION</b>					
Civil works		\$	\$		
Building Works		\$	\$		
Electrical Works		\$	\$		
Plumbing Works		\$	\$		



**SECTION 3: COST REPORT (GST exclusive)**

	Project Budget (Estimate)	Commitment to Date	Expenditure to Date	Variation to the Contract	Project Cost (Final)
Project Manager	\$	\$	\$	\$	\$
Structural/Civil Design	\$	\$	\$	\$	\$
Landscape	\$	\$	\$	\$	\$
Geotechnical	\$	\$	\$	\$	\$
DA – Operational Works	\$	\$	\$	\$	\$
Building Approval Fees	\$	\$	\$	\$	\$
Ergon	\$	\$	\$	\$	\$
Plumbing & Drainage	\$	\$	\$	\$	\$
Compliance Cert – Ops Work	\$	\$	\$	\$	\$
Sewer/Water connection	\$	\$	\$	\$	\$
QFRS	\$	\$	\$	\$	\$
PLSL	\$	\$	\$	\$	\$
Building Contract 1 –	\$	\$	\$	\$	\$
Building Contract 2 –	\$	\$	\$	\$	\$
<b>Total Project</b>	\$	\$	\$	\$	\$

# CASHFLOW FORM

START DATE YEAR: July 2020

ALL AMOUNTS TO BE GST EXCLUSIVE

	July 20	Aug 20	Sept 20	Oct 20	Nov 20	Dec 20	Jan 21	Feb 21	Mar 21	April 21	May 21	June 21
Total Project (FORECAST)	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Total Project (ACTUAL)	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Claims to (SRS FORECAST)	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Claims to (SRS ACTUAL)	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Total Project (FORECAST)	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Total Project (ACTUAL)	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Claims to (SRS FORECAST)	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Claims to (SRS ACTUAL)	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$

Date:

Project Manager's Signature

## Schedule 4 Completion Report format

# Infrastructure Projects

## Project details

Enquire reference number:

	-		-	
--	---	--	---	--

### 1. Who is the contact person for this project?

Name			
Position Title			
Organisation name			
Mobile		Email	

### 2. Provide a brief summary of the progress of your project and works still to be completed.

Works completed			
Works still to be completed	Percentage of works completed?	Estimated completion date	

### 3. Project Costs and Acquittal (Refer to Project Costs Working Sheet)

	Payment Amount	Total Eligible Acquitted Project Cost (A)	Approved Funding % (B)	Final Acquitted Amount (C)
Sum of previous acquittals (if applicable)				
Sum of current acquittal				
<b>TOTAL</b>				
Refund (if applicable)				

## Additional comments

## PRIVACY NOTE

The Department of Housing and Public Works is collecting the information on this form to assess project acquittal information for funding provided by department. Information will also be used to help the department monitor and evaluate programs and resources. This information will only be accessed by authorised employees within the department. Information on approved organisations and details of approved projects, such as funding approved and location of the project will also be made available on the department's website and may be provided to local governments and relevant sport and recreation organisations for the purpose of advice on approved project information. Your information will not be disclosed to any other parties unless authorised or required by law.

If you have any further questions regarding privacy, please contact the department's Privacy Contact Officer at [righttoinformation@hpw.qld.gov.au](mailto:righttoinformation@hpw.qld.gov.au).

## Declaration

*Two (2) members of your organisation's management committee must to complete the details below.*

*For Local Governments only one (1) Accountable Officer or Delegated Officer needs to complete the details below.*

Have all invoices and evidence of payment for this acquittal been attached.

Has the Project Costs Working Sheet been completed and attached.

We certify that our organisation has recorded and retained original invoices and receipts and expended the grant received from the Queensland Government in accordance with the Sport and Recreation Infrastructure Funding Terms and Conditions and the Election Commitment 2018 Project Schedule with the Queensland Government. We acknowledge that financial records relating to this funding must be kept for a minimum of seven (7) years. We also acknowledge that the Queensland Government may audit the organisation to verify the accuracy of the information contained in this Acquittal Report.

### Authorised Officer

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

### Authorised Officer

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

-----Department use only-----

<b>Date acquittal received</b>	
<b>Funding amount being acquitted</b>	<b>\$</b>
<b>Approved funding percentage</b>	
<b>Calculation of payment completed (attached in enquire)</b>	
<b>Funding amount processed in enquire</b>	<b>\$</b>
<b>Date payment processed in enquire</b>	

<b>Assessed by</b>	
--------------------	--

<b>Endorsed by</b>	
--------------------	--

# Project Costs Worksheet

Project Reference Number

GPPS-GPPS07-2017-

Organisation:

*Organisation to complete*

Ref	Contractor	Project Item	Invoice No.	Invoice Date	Payment Amount (GST Exclusive)	Proof of Payment	Acquittal No.	Eligible/ Ineligible Contribution	In-kind Invoice Attached	Proof of payment attached
1					\$				<input type="checkbox"/>	<input type="checkbox"/>
2					\$				<input type="checkbox"/>	<input type="checkbox"/>
3					\$				<input type="checkbox"/>	<input type="checkbox"/>
4					\$				<input type="checkbox"/>	<input type="checkbox"/>
5					\$				<input type="checkbox"/>	<input type="checkbox"/>
6					\$				<input type="checkbox"/>	<input type="checkbox"/>
7					\$				<input type="checkbox"/>	<input type="checkbox"/>
8					\$				<input type="checkbox"/>	<input type="checkbox"/>
9					\$				<input type="checkbox"/>	<input type="checkbox"/>
10					\$				<input type="checkbox"/>	<input type="checkbox"/>
11					\$				<input type="checkbox"/>	<input type="checkbox"/>
12					\$				<input type="checkbox"/>	<input type="checkbox"/>
13					\$				<input type="checkbox"/>	<input type="checkbox"/>
14					\$				<input type="checkbox"/>	<input type="checkbox"/>
15					\$				<input type="checkbox"/>	<input type="checkbox"/>
16					\$				<input type="checkbox"/>	<input type="checkbox"/>
17					\$				<input type="checkbox"/>	<input type="checkbox"/>
18					\$				<input type="checkbox"/>	<input type="checkbox"/>
19					\$				<input type="checkbox"/>	<input type="checkbox"/>
20					\$				<input type="checkbox"/>	<input type="checkbox"/>
21					\$				<input type="checkbox"/>	<input type="checkbox"/>
22					\$				<input type="checkbox"/>	<input type="checkbox"/>
23					\$				<input type="checkbox"/>	<input type="checkbox"/>
24					\$				<input type="checkbox"/>	<input type="checkbox"/>
25					\$				<input type="checkbox"/>	<input type="checkbox"/>
26					\$				<input type="checkbox"/>	<input type="checkbox"/>
27					\$				<input type="checkbox"/>	<input type="checkbox"/>
28					\$				<input type="checkbox"/>	<input type="checkbox"/>
29					\$				<input type="checkbox"/>	<input type="checkbox"/>
30					\$				<input type="checkbox"/>	<input type="checkbox"/>
<b>TOTAL Project Cost</b>					<b>\$</b>					
<b>LESS ineligible costs</b>					<b>\$</b>					
<b>TOTAL ELIGIBLE PROJECT COST</b>					<b>\$</b>					

Department to complete

Note: Enter figures in yellow sections only

Approved Funding %		Enter % paid to date	Up to	100%
Total Project Cost (Grant/Deed)	\$			\$
Approved Dept Funding	\$	Enter % here	Paid to Date	\$ #VALUE!
			<b>Total Eligible Project Cost (A)</b>	<b>Total Acquired Amount (C)</b>
First Payment Acquired	\$		<b>Approved % (B)</b>	
Second Payment Acquired	\$			
Third Payment Acquired	\$			
<b>Total Acquired Amount</b>	<b>\$</b>		<b>100%</b>	<b>\$</b>
<b>Total Project Cost (eligible + ineligible project costs)</b>				
<b>\$</b>				
<b>Total ineligible project cost</b>				
<b>\$</b>				
<b>Total In-kind Contributions</b>				
<b>\$</b>				
<b>Total Eligible Project Cost (Actual)</b>				
<b>\$</b>				
Refund to the Department				<b>\$ #VALUE!</b>
<b>Refund/No Refund</b>				