



Event Management

Request For Tender

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Acknowledgement of Country

The Ginninderry Joint Venture proudly acknowledges the First Nations people of Australia as the traditional owners and custodians of the land and water on which we rely.

We pay respect to First Nations Elders past and present and value their knowledge and the rich culture of their communities. We acknowledge that Ginninderry is a place of cultural significance to many First Nations people, and we support their continued connection to Country.

We embrace the spirit of reconciliation and commit to ensuring an equal voice for First Nations people, working toward equality in our shared community.



Who Am I and Who is My Mob

Painted poles representing some of the many tribal backgrounds of Aboriginal and Torres Strait Islander people who live in Canberra.

Painted by Kingsford Smith School students and their mentors include Peter Finnegan, Wiradjuri artist, Tina Brown, Ngunawal artist and Brett Carpenter, Yuin artist.





Part One

Project Overview

About Ginninderry

Background

Ginninderry is being developed by a Joint Venture between the ACT Government's Suburban Land Agency (SLA) and Riverview Developments (ACT) Pty Limited (Riverview), with Riverview Projects (ACT) Pty Limited acting as Development Manager and Riverview Sales & Marketing Pty Limited acting as Marketing and Sales Manager.

Straddling the ACT/NSW border, Ginninderry's 1,600 ha will eventually consist of 4 suburbs, with approximately 2,300 people already residing in its first suburb of Strathnairn.

As a multi-decade project with a vision to create a world-leading sustainable community, Ginninderry must remain agile to the changing demographics and demands of the community to ensure it continues to deliver the urban amenity expected in the 21st century. Ginninderry will grow over a 30-year time frame and will ultimately be home to some 30,000 people residing in approximately 11,500 dwellings (6,500 in the ACT and 5,000 in NSW). The master-planned community includes the following key features:

- a) Diverse land offerings, from very compact to large traditional, urban fringe, home sites. And as the project matures, apartment and mixed-use opportunities;
- b) A market centre comprising supermarkets, speciality stores, commercial space, mixed-use buildings and a range of recreational and community facilities;
- c) Direct car access to a picnic area on the Murrumbidgee River;
- d) Some 600 hectares of open space and conservation corridor; and
- e) Schools, playing fields, community gardens and quality parklands.

Ginninderry is Canberra's first and only 6-Star Green Star Community as accredited by the Green Building Council of Australia. Representing World Leadership, Ginninderry first received accreditation in 2016 and was subsequently reassessed and reaccredited in 2021.

Vision

Ginninderry's vision is to build an ***innovative and sustainable community of international significance in the Capital Region***. Ginninderry will continue to set a new benchmark in liveability, providing diverse, affordable, and inclusive places to live, work and play, while protecting and respecting the unique environment of the area. A full copy of Ginninderry's Project Vision with stated overarching principles is included in **Annexure 1**.

Objectives

Ginninderry challenges conventional industry thinking, aiming to employ practices, processes and systems that embody innovation and design excellence. Ginninderry has been conceived and will be delivered on a fully integrated and audited triple bottom line basis.

Ginninderry aims to:

- a) be sustainable over time, socially, economically and ecologically (with a low and reducing ecological footprint);
- b) respond to the local and global environment;
- c) provide for future beneficial change to occur in design, infrastructure and regulatory mechanisms;
- d) be cost-effective, replicable and measurable; and
- e) act as a new model that others can follow.

These Project Objectives are realised through a series of Principles, intended to direct decision-making through the planning and delivery of the project. These Principles reflect Federal, State and Territory Government policies as well as best practice standards for new suburban developments.

Key Team Members

- **Stephen Harding**, Development Director
- **Marcus Mills-Smith**, Head of Sales, Marketing and Communications
- **Natalie Runko**, Marketing and Communications Manager
- **Jessica Stewart**, Head of Sustainability and Community Development
- **Jessica Buckland**, Community Development and Resident Liaison Officer

For more information, visit ginninderry.com.



Part Two

Scope of Services

Scope of Services

Background

Since April 2017, Ginninderry has held several onsite events, including the project launch at The Link – Ginninderry’s Community and Information Centre, GX Display Village opening, Christmas in the Park, Iftar and Inspire Festival.

As the project matures, we recognise the opportunity to strengthen existing events while considering other opportunities to not only drive interest and traffic to the suburbs of Strathnairn and Macnamara but also to create and deepen the level of understanding of Ginninderry’s unique offerings.

Agreement Period

The successful Tenderer will be offered a 2+1 (two-year with one-year option) Professional Services Agreement to deliver on the event management role.

Role

The role of the successful Tenderer will be to work with Riverview and its complementary suppliers (e.g. marketing and communications agency) to deliver at least four events across the calendar year, which:

- effectively showcase the unique nature of the project
- promote key attributes and encourage community and stakeholder engagement
- build awareness and understanding of the Ginninderry project
- Foster community spirit amongst residents.

Key Events

During the Agreement Period, we would like to work collaboratively with an events management consultant to conceptualise, deliver and assess at least four key events every calendar year, as outlined below:

Iftar

Summary

Run in collaboration with HelpingACT and UnitingCare Kippax, Ginninderry's Iftar event brings more than 180 people together at The Link and has been running since 2021.

An Iftar is the ‘breaking of the fast’ during the Muslim month of Ramadan. This family-friendly event is open to all ages, nationalities and faiths while providing an opportunity for the wider community to learn more about and share in the blessings of Ramadan.

HelpingACT, Uniting Church Kippax, and Ginninderry would like to retain most aspects of event management, but assistance is needed in the physical set-up and pack-up of The Link, management of an AV contractor and other ad-hoc tasks.

Iftar is a free community event. It includes Iftar (plate of shared food), a sit-down dinner served buffet style with dessert. The event is led by a local Imam who will speak to everyone about the blessings of Ramadan and lead a prayer



for those who wish to participate. We wish to retain the community feel of the event, but would like help to make event day run smoother & faster.

Media on previous events

Iftar 2024 - <https://ginninderry.com/inspire-news-insights/community/breaking-the-ramadan-fast-among-friends-iftar-at-ginninderry/>

Iftar 2023 - <https://dev.supercurious.au/ginninderry/community/muslims-break-fast-in-christian-setting-for-a-canberra-first/>

Budget

\$5,000 plus GST

- Including event management fee
- Including approximately 30 hours for bump-in and bump-out of The Link
- Hire of commercial dishwashing facilities
- Including AV contractor (small stage [1.2 x2.4 max], lighting of stage & audio connection for main event space plus roaming mic audio for prayers)
- Excluding promotion

Timing

2 March 2025

Considerations

- Consider competing events
- Working relationship with Helping ACT & Kippax Uniting Church to be retained during planning
- There is a budget over and above the nominated allowance in this document for other event delivery items such as food, crockery etc.

Ginninderry Trail Running Festival

Summary

This is a new entry to the Ginninderry events calendar. On the back of the success of the 10km of tracks and trails in the Ginninderry Conservation Corridor – averaging 4500 visitors per month – Riverview will work with the Ginninderry Conservation Trust (GCT) and the successful Tenderer to create a new running event in the Canberra event calendar.

The concept is to have a family-friendly running event with a kids loop, 5km, 10km and 20km length option using the fire trails and pedestrian tracks in the Conservation Corridor (refer to the map in **Annexure 3**).

Budget

\$60,000 plus GST (net)

- Including event management fee
- Excluding promotion

Timing

Based on initial feedback from a small sample of runners, the event could take place in late May/early June or late June/early July so that the run can be incorporated into a training session for the long-distance leg of the Sri Chinmoy/Ultra 100/Stromlo Running Festival.



Considerations

- The Tenderer should consider other running events in the Capital Region, including:
 - o Canberra Times Marathon Festival
 - o Stromlo Running Festival
 - o Sri Chinmoy Series
- The event concept should consider the following:
 - o Name
 - o Infrastructure required (bibs, timing devices, volunteers, water stations, etc.)
 - o Merchandise
 - o Potential sponsors
- The Ginninderry Conservation Corridor does not allow domestic pets.

Spring Festival

Summary

Currently known as Inspire Festival, this has been Ginninderry's way of bringing its sustainability vision to life. The inaugural event occurred in 2023 at the former GX Display Village, and the most recent event (September 2024) was held at the Strathnairn Arts Precinct.

Refer to the links below for information about 2023 and 2024 Inspire Festival Events:

- 2023
 - o Article: <https://ginninderry.com/inspire-news-insights/community/inspired-by-the-inspire-festival-ginninderry-draws-a-crowd/>
 - o Photo gallery: [Inspire Festival 2023](#)
- 2024
 - o Article: <https://ginninderry.com/inspire-news-insights/community/ginninderry-inspire-festival-2024/>
 - o Screenshot of event website homepage – **attached**.
 - o Video captures: <https://www.instagram.com/stories/highlights/17868240986873708/>
 - o Photo gallery: [Inspire Festival 2024](#)

The event's purpose is to celebrate Ginninderry in a way that upholds its vision while introducing new people across Canberra to the community in a fun and meaningful way.

Budget

\$100,000 plus GST

- Including event management fee
- Excluding promotion

Timing

Spring 2025

Considerations

- Whilst ultimately the responsibility of Riverview and its marketing and communications agency, the Tenderers should consider the event name (e.g. retain Inspire Festival or simplify to Spring Festival).
- Specific date to be recommended by the Tenderer, considering Canberra's competing event calendar (e.g. Floriade, etc.)
- Tenderers can assume the 2025 event will take place at Strathnairn Arts.

- Internal learnings from the 2024 event suggest the Tenderer should consider consolidating the event layout so attendance doesn't feel diluted across a large area.
- Event length, noting the 2024 instance was from 10 am – 2 pm.

Christmas in the Park

Summary

A longstanding Ginninderry event, Christmas in the Park (CITP) has been a much-loved event since 2021 at Paddys Park, Strathnairn. Primarily intended as an event for Ginninderry residents, CITP also attracts people from afield, including wider Belconnen and Gungahlin.

On the corner of Pro Hart and Asimus Avenues, Paddys Park is a 2.7-ha neighbourhood park in Strathnairn that features:

- Large playground with formal equipment and informal play features
- Amphitheatre
- Informal kick-about areas
- Amenities building
- Pond and Wetland system
- Multi-use sports court
- Fully enclosed cricket nets
- Picnic and BBQ shelters

Refer to Figure 1 for an aerial of Paddys Park.



Figure 1 - Paddys Park Aerial Photo

Key event features over the years have included:

- Santa photos
- Garden games
- Music entertainment
- Christmas tree
- Roaming performers
- Food stalls

The event aims to bring community together – primarily Ginninderry residents – to celebrate the festive season.

Budget

\$60,000 plus GST

- Including event management fee
- Excluding promotion

Timing

December 2025

Considerations

- This park is an ACT Government asset under the management of TCCS
- Competing events (e.g. Denman Prospect, Whitlam)
- Collaboration with community groups such as the future Ginninderry Residents' Association, Kippax Uniting Church, Rotary, ACT Emergency Services Agency, etc.
- Event layout and appropriate security measures

Operational Capacity

Tenderers are to maintain quality key personnel during the life of the contract and nominate suitably qualified representatives to deliver the scope of services. The contract will be subject to retention of the agreed personnel and/or suitable replacements.

Workplace Health and Safety (WHS)

Riverview has established a Project Workplace Health and Safety Plan (PWHSP).

The successful Tenderer will be required to comply with the provisions of the PWHSP, the details of which will be set out in the Contract. Specifically, attention is drawn to induction processes and Event Risk Assessments (refer to **Annexure 4** for a template of the latter).

Pricing and billing arrangements

Tenderers are to provide pricing for the following engagement options:

- 1) Event Management Fee to deliver the key events listed above; and
- 2) If Ginninderry proceeds with option 1, the Tenderer's hourly rate to provide additional event management support on an ad hoc basis; and
- 3) Monthly retainer to deliver the key events while being on hand to provide additional event management services to the Community team for their activations.

All options should disclose the margin on supplier costs (if applicable).





Part Three

RFT Requirements

RFT Requirements

Returnable schedules

Respondents are to provide, in the requested form, the information, representations, acknowledgements and documentation specified in the following schedules attached to this document in **Annexure 2** as follows:

- Schedule 1: Respondent Details
- Schedule 2: Declaration
- Schedule 3: Capability and Pricing

Submissions should be divided into Schedule 1, Schedule 2 & Schedule 3 sections.

Training & Employment Initiative

Background

Social inclusion is a key component of the Ginninderry project; this project contains a strong focus on improving the education, social and economic outcomes of residents in the respective local areas over the life of project. We are committed to fostering the full potential of communities and Ginninderry's training and employment initiative SPARK, significantly contributes to this business objective.

The SPARK Training and Employment initiative is structured around three key components:

1. Procurement – Training and employment initiative clauses are written into all Riverview Projects contracts for capital works and commercial land sales. These clauses oblige Tenderers to provide unpaid work experience and/or new paid employment position/s for residents in the local region. These positions are in addition to a Tenderer's current workforce.
2. Engagement, Training and Employment Programs – Programs are facilitated for the delivery of numerous initiatives targeted towards key disadvantaged groups disconnected from the labour market to enable them to take the next steps from engagement through to training and eventually employment.
3. Live Training Sites – Utilisation of infrastructure works and other smaller scale projects delivering vital "hands-on" skills which enable participants to access further training, education, volunteering, or employment pathways.

Requirements

A key objective of the Ginninderry project is to stimulate local economic and community development. Riverview Projects is working with the Suburban Land Authority and the local community to develop these opportunities.

As part of this project, Riverview Projects seeks to work with the successful Tenderer to deliver specific unpaid work experience and employment opportunities to provide mutually beneficial outcomes for both the successful Tenderer and the local community. Riverview Projects have employed a fulltime Training and Employment Manager resource to support Tenderers in meeting these requirements. This resource will also be responsible for monitoring and evaluating Tenderers on the delivery of these requirements.

To be eligible for this contract, Tenderers must include a statement in the RFT submission that they agree to provide 2 x 1-week unpaid work experience placements in line with the above requirements. The willingness of the Tenderer to provide these placements will form part of tender assessment criteria with a final commitment at post tender to the agreed placements forming part of the contract with the successful Tenderer.

All placements must be sourced initially from residents of the West Belconnen and Belconnen and be directly developed and coordinated through Riverview Projects' Training and Employment Manager. Where suitable candidates cannot be sourced from these areas, individuals from the region will be targeted. All unpaid work experience placements must be covered by personal accident & injury insurance and general & products liability insurance coordinated through Riverview Projects Training and Employment Manager.

Lodgement

Submissions must be lodged no later than 4:00 pm local Canberra time on Friday, 24 January 2025, to be followed by a presentation week commencing 27 January 2025.

Submissions must be enclosed in a plain envelope marked with "Ginninderry Event Management Tender".

Tenders must be emailed and hand-delivered by the closing date to:

Name: Marcus Mills-Smith

Title: Head of Sales, Marketing and Communications

Delivery Address: The Link, 1 McClymont Way Strathnairn 2615

Telephone: 1800 316 900

Email: marcus@ginninderry.com

Below is a list of actions and/or information that Respondents should review before submitting their submissions.

- Tender submitted on time
- Original (Hardcopy x 3).
- All Assessment Criteria addressed (Section 5).
- Returnable Schedules (**Annexure 2**).
- Signed copy of any issued Addenda to this Tender

Additional Information

To assist in the evaluation process, a Tenderer may be requested to submit additional information during the Tender evaluation period.

The RFT Lodgement Date may be extended by Riverview. Riverview will take reasonable steps to inform all parties.

Late, non-compliant and incomplete proposals

Late, incomplete, or otherwise non-compliant proposals lodged will be registered separately and may or may not be admitted to the evaluation process at the discretion of Riverview without explanation.

Point of Contact

The Contact Officer named below is the point of contact for all matters about this RFT:

Marcus Mills-Smith, Head of Sales, Marketing and Communications

Ginninderry, The Link, 1 McClymont Way Strathnairn 2615

Mob: 1800 316 900

Email: marcus@ginninderry.com

Tenderers must direct all communications through the Contact Officer unless otherwise advised. Any unauthorised communication with Riverview by a Tenderer may lead to the exclusion of the Respondent's RFT from further consideration.

Any notice given by a Tenderer to Riverview will be effective upon receipt only if in writing and delivered to the Contact Officer at the address specified above.

Riverview may deliver any written notification to a Tenderer by leaving it or causing it to be left at the address of that Tenderer, or by sending it to the email address of that Tenderer as specified in their proposals or as otherwise subsequently nominated in writing by the Tenderer to the Contact Officer.

Clarification Questions

All clarification questions and enquiries are to be forwarded in writing directly to Riverview Contact Officer.

The preferred method of contact is via email. The Contact Officer will circulate any enquiries and their responses to all other Respondents without revealing the source of the inquiry.

All enquiries must be received by the Contact Officer before 5:00 pm on Friday, 17 January 2025. Enquiries received after this time will not be responded to.



Part Four

Assessment of Proposals

Assessment of Proposals

Value for Money

In evaluating Tenders, Riverview has as its objective the attainment of the best value for money and not necessarily the lowest tendered price for each proposal. However, it is essential that tenderers demonstrate industry competitiveness and best practice. Apart from the conformity with the requirements of this RFT, Riverview will evaluate Tenders in accordance with the criteria outlined below.

Assessment Methodology

All tenders will be assessed using the methodology outlined below. The methodology takes into consideration the process that will be used to assess value for money. Tenderers will be requested to address the Evaluation Criteria listed as part of their submission, and Riverview will examine each offer received.

Proposals which, in the opinion of Riverview:

- a) do not comply with the requirements of this RFT or are submitted by Respondents that are in breach of any provision of this RFT.
 - b) are subject to any condition or requirement which is contrary to the requirements of this RFT.
 - c) are subject to a condition or requirement that further due diligence or other investigations must be performed after the proposal is submitted; or
 - d) do not achieve a satisfactory standard in any applicable evaluation criteria, may at any time be excluded from consideration.
- Riverview may consider incomplete, non-compliant or non-competitive proposals and seek clarification from Respondents.
 - Riverview may seek in writing additional information, or clarification of offers received where this information does not materially impact the conformance of the proposal nor alter the price. All clarifications will be fully documented and appropriately filed.
 - Once a preferred tenderer has been identified, any post-offer negotiations, if required, will take place before entering a Contract.
 - Negotiations will take place solely with the preferred tenderer until such time as either:
 - o (i) a contract is formed,
 - o (ii) the preferred tenderer withdraws their offer,
 - o (iii) the capacity to negotiate is exhausted, or
 - o (iv) Riverview decides to accept no offers and may elect to recall tenders.
 - On formation of a contract or if no offers are accepted, the unsuccessful tenderers will be notified in writing and offered the opportunity to attend a debriefing session.

Evaluation Criteria

Respondents must address each of the applicable evaluation criteria listed below and provide sufficient information in response to the Returnable Schedules 1 – 3 attached to support their proposal.

The following table sets out the assessable criteria for proposals submitted, which will be scored by Riverview.

Table 1 - Evaluation Criteria

Item	Scoring
<p>Declaration</p> <p>A pass will be awarded if the Respondent provides a declaration substantially in the form set out in Schedule 2.</p>	Pass / Fail
<p>Proposed methodology, creative conceptualisation and Implementation Plans for the four key events listed in this RFT.</p> <ul style="list-style-type: none"> - Appropriateness of the solutions and approach proposed for each of the four events - Provision of a proven methodology, including innovative approaches and ideas in the delivery of the events - Clear outline of how the allocated budgets will be effectively used and events delivered 	1 – 10 <i>1 being poor, 10 being excellent</i>
<p>Capacity and experience</p> <ul style="list-style-type: none"> - Provide details of relevant event marketing work undertaken and measurable results achieved for clients - Provide a minimum of two referees including contact details for recently completed similar events - Outline the proposed personnel assigned to be assigned to the events and their experience. 	1 – 10 <i>1 being poor, 10 being excellent</i>
<p>Fee for Service</p> <ol style="list-style-type: none"> 1) Fee Structure, as outlined below: <ol style="list-style-type: none"> a. Event Management Fee to deliver the key events listed in this RFT; and b. Monthly retainer to deliver the key events while being on hand to provide additional event management services to the Community team for their activations; and c. If Riverview proceeds with option 1, the Tenderer's hourly rate to provide event management support on an ad hoc basis. 2) Comprehensiveness and appropriateness of the budget allocations 3) Demonstrated value for money and market competitiveness 	1 – 10 <i>1 being poor, 10 being excellent</i>

Riverview may make independent enquiries about any matter it considers relevant to evaluating any proposal.

Assessment Timetable

The proposed timetable for the procurement process relating to this project is:

MILESTONE	DATE
RFT Distribution	11 December 2024
RFT Closes	24 January 2025
Presentation to Riverview – Time TBA	Week of 27 January 2025
Contract Awarded	By 12 February 2025



Part Five

Contract Requirements

Contract Requirements

The form of Contract expected to be used for the Services required by this project is Riverview's Professional Services Agreement (PSA). An example PSA is included in **Annexure 5**; however, Riverview will develop a specific agreement for Event Management Services for signing between Riverview and the successful Tenderer.

The contract is expected to be for four events annually for two years, with a one-year option.

Without limiting the insurance that is required to be held by the successful Tenderer by law (e.g. workers' compensation) or under contract with the Territory, the successful Tenderer will be required to take out and maintain:

- Public Liability Insurance with coverage in the amount of not less than \$20,000,000 in respect of each occurrence; and
- Professional Indemnity Insurance with coverage in the amount of \$5,000,000 in the annual aggregate.



Part Six

Annexures

Annexures

Annexure 1 – Project Vision



“Creating a sustainable community of international significance in the Capital Region.”

The Ginninderry Joint Venture is developing the project that spans the ACT and NSW border to achieve a vision of inspiring sustainable living, development practice and awareness. Achieving a high quality of life for the people living in Ginninderry is at the heart of our project’s planning and design.

We will create a community that exemplifies world’s best practice in its design, construction and long-term liveability. As a model of sustainable community living, it will be a place and community that can be showcased throughout Australia and internationally.



Project Objectives

To achieve our vision we will challenge conventional industry thinking. We will employ practices, processes and systems that embody innovation and design excellence.

This project has been conceived and will be delivered on a fully integrated and audited triple bottom line basis.

Our project will:

- Be sustainable over time, socially, economically and ecologically (with a low and reducing ecological footprint)
- Respond to the local and global environment
- Provide for future beneficial change to occur in design, infrastructure and regulatory mechanisms
- Be cost effective, replicable and measurable
- Act as a new model that others can follow



ACT
Government

Suburban Land
Agency



Riverview
Developments

The principles below will direct decision-making by all project management, sub-consultants and referral agencies in the delivery and development of the site. They reflect national priorities and Federal, State and Territory Government policies on housing affordability, climate change and environmental protection.

Partnering Principles

- Ptnr 1. Partnering is essential to this project and the scale and timeframe will allow for positive partnerships to grow and thrive
- Ptnr 2. Partnering with public agencies is a cornerstone of our approach
- Ptnr 3. Engaging the community in design and governance is fundamental to the delivery of the project
- Ptnr 4. Designing the project for community ownership and ultimate community control
- Ptnr 5. Supporting community housing through public and private partnering arrangements
- Ptnr 6. Collaborating with research and educational institutions to drive innovation

Evaluation Principles

- Eva 1. Identifying and delivering realistic and costed initiatives
- Eva 2. Providing independent peer review of project proposals and project outcomes
- Eva 3. Using recognised international and national benchmarks for sustainability performance to publicly report and raise awareness of project outcomes
- Eva 4. Empowering resident and community monitoring and management of sustainability performance
- Eva 5. Encouraging a culture of continuous improvement

Ecological Principles

- Eco 1. Acknowledging the intrinsic value of all species and the special role and regional significance of the Murrumbidgee River corridor and Ginninderra Creek
- Eco 2. Respecting and supporting the ecosystem functions of air, soil and water, recognising the importance of living and non-living environmental resources

- Eco 3. Reducing greenhouse gas emissions through innovative products and place design, material selection and service provision
- Eco 4. Recognising our natural ecological limits and minimising our resource, water and energy consumption
- Eco 5. Using existing local infrastructure to deliver efficient renewable services and reusable resources
- Eco 6. Enhancing local opportunities for food production and production of materials
- Eco 7. Fostering a deep sense of respect for and connection to the land, flora and fauna

Social and Cultural Principles

- Soc 1. Respecting and honouring Aboriginal and non-Aboriginal cultural, historical and spiritual values, including integrating with the existing rich, social fabric of Belconnen
- Soc 2. Designing for social equity, affordability, diversity and interdependence, honouring differences and catering for the needs of individuals through all stages of life
- Soc 3. Maximising health, safety and comfort of the built environment to provide enduring quality of life
- Soc 4. Instilling awareness and supporting education of sustainability values, technology and lifestyles
- Soc 5. Using creative and robust design solutions to create a continuing sense of place and beauty that inspires, affirms and ennobles
- Soc 6. Designing neighbourhoods that support and encourage community interactions through imaginative, functional and enjoyable public spaces

Economic Principles

- Econ 1. Delivering a financial return to the ACT Government recognising their sovereign interest in the land
- Econ 2. Recognising the opportunities provided by the project's scale and low capital base to achieve high-level sustainability outcomes while delivering profitability to joint venture partners
- Econ 3. Building on existing local infrastructure
- Econ 4. Ensuring long-term economic viability through design excellence and community building
- Econ 5. Minimising obsolescence through design of enduring component life cycle, allowing for disassembly and change
- Econ 6. Integrating with the Belconnen commercial, retail and employment networks
- Econ 7. Growing a formal and informal green economy that fosters local jobs and builds regional learning around green innovation and technology

Annexure 2 – Returnables Schedule

SCHEDULE 1: RESPONDENT DETAILS

Respondent's Name: _____

Registered Office: _____

Principal Place of Business: _____

Date and Place of Incorporation: _____

Trading and Business Names: _____

Registered Business Number: _____

Australian Business Number: _____

Building Licence Number: _____

Registered for GST (please circle)?	Yes	No
Telephone Number:	Work:	Mobile:

Contact Person: _____

Name: _____

Position: _____

Address: _____

Telephone Number: _____

Email Address: _____

Website: _____



SCHEDULE 2: DECLARATION**RFT**

The Respondent expresses interest in participating in Ginninderry Event Management Services and other opportunities as specified in the Request for Tender (RFT) on the conditions set out in the RFT.

Conflict of Interest

The Respondent does not have any known actual or potential conflicts of interest in respect of the RFT process or its proposed participation in the Project other than the following (please provide details):

The Respondent undertakes to advise Riverview in writing of all actual or potential conflicts of interest regarding the RFT process or its proposed participation in the Project immediately upon becoming aware.

Improper Assistance

The Respondent undertakes that:

- a) this RFT has been compiled without the assistance of any employee of Riverview or the Suburban Land Agency (SLA) and without the use of information obtained unlawfully or in breach of any obligation of confidentiality to the Australian Capital Territory; and
- b) it has not otherwise contravened the RFT.

Further Representations and Acknowledgements

The Respondent undertakes that:

- a) it has read and accepts all the terms and conditions set out in the RFT.
- b) it has examined and satisfied itself as to all matters it considers relevant to the RFT.
- c) it has examined or will make its own enquiries concerning all further information which is obtainable by making reasonable enquiries relevant to the risks, contingencies and other circumstances having an effect on its RFT.
- d) it has satisfied itself as to and warrants the correctness and sufficiency of its RFT; and
- e) it has relied entirely on its own enquiries and has not relied on any representation, warranty or other conduct by or on behalf of Riverview or the SLA, except as expressly provided in the RFT or in notices received by it.

The Respondent acknowledges that:

- a) Riverview may exercise any of its rights set out in the RFT at its absolute discretion, at any time, without having to notify any Respondent or provide reasons.
- b) the statements, opinions, projections, forecasts, or other information contained in the RFT may change.
- c) the RFT is a summary only of Riverview's requirements and is not intended to be a comprehensive description of it.
- d) neither the lodgement of the RFT nor the acceptance of any RFT nor any agreement made subsequent to the RFT will imply any representation from or on behalf of Riverview that there has been no material change since the date of the RFT or since the date as at which any information contained in the RFT is stated to be applicable; and
- e) except as required by law and only to the extent so required, neither Riverview, nor its respective officers, employees, advisers or agents will in any way be liable to any person or body for any loss, damage, cost or expense of any nature arising in any way out of or in connection with any representations, opinions, projections, forecasts or other statements, actual or implied, contained in or omitted from the RFT.
- f) The Respondent has sought its own professional advice as appropriate and has not construed the RFT as investment, legal, tax or other advice.

Addenda

The Respondent acknowledges receipt of addenda/um and receipts for each addendum are attached to the Respondent’s submission.

Confidentiality

The Respondent acknowledges that Riverview may disclose, and consents to Riverview disclosing, any information provided by the Respondent, whether confidential or not:

- a) to its advisers or employees solely to evaluate or otherwise assess the proposal.
- b) to its internal management personnel solely to evaluate or otherwise assess the proposal.
- c) in response to a request by the Legislative Assembly of the Australian Capital Territory.
- d) within Riverview, with the SLA, or with another agency, where this serves the legitimate interests of the Australian Capital Territory.
- e) where the information is authorised or required by law to be disclosed.
- f) where the information is in the public domain otherwise than by the disclosure by the Australian Capital Territory.
- g) where the information is in the public domain otherwise than by a Riverview disclosure; and
- h) where the disclosure is required to meet Riverview reporting or accountability requirements.

The Respondent acknowledges that Riverview will act in reliance on the Respondent’s proposal and Declaration. The Respondent acknowledges that Riverview may suffer loss if any of the representations, undertakings, consents or other statements in this Declaration or the Respondent’s proposals are misleading or deceptive.

Dated:

Signature of Representative of the Respondent

.....
.....

Name of Representative (in block letters)

.....
.....

Position of Representative (in block letters)

.....
.....

(Being duly authorised to sign proposal for and on behalf of the Respondent)

.....
.....

Signature of Witness

.....



Address of Witness

.....
.....

Refer Enquiries to (in block letters)

.....

Telephone No.....



SCHEDULE 3: CAPABILITY and PRICING

Respondents should address each of the following requirements.

- 1.1 In line with the Selection Criteria, respondents must demonstrate their ability to perform the scope of services by:
 - Conceptualising the four events
 - Providing a proven methodology, including innovative approaches and ideas to deliver the events
 - Budget allocation + management to effectively deliver the events
 - Measuring and reporting on event management investment
- 1.2 Operational capacity
 - Key personnel and their roles
 - Experience and past performance with similar projects (including three referees)
- 1.3 Insurances
 - Respondents should outline and attach their Professional Indemnity and Public Liability insurance certificates.
- 1.4 Training and employment
 - Include a statement that you agree to provide two unpaid work experience placements within your organisation for a minimum 1-week period.
- 1.5 Pricing schedule
 - 1.5.1 Respondents must outline the following information for each event, noting the available budget:
 - Management fee
 - Supplier margin % fee (if applicable)
 - High-level budget allocations to support the proposed concepts
 - Hourly rates
 - 1.5.2 If willing, respondents should outline a recommended monthly retainer to deliver the four key events and any other event services Riverview deems appropriate throughout the year.

Annexure 3 – Ginninderry Tracks Maps



Annexure 4 – Event Risk Assessment Template



Event Risk Assessment Checklist



As part of any good planning process hazards should be identified and risks assessed and controlled to minimise the potential for injury or harm. Events will vary in size, nature, and type. Events managed by Riverview Projects that require an Event Risk Assessment Checklist to be completed are as per the definition of an 'Event' below.

Riverview Projects has duty to provide a safe and healthy environment for those that are attending the event, to the extent that it is reasonably practical.

The Event Risk Assessment Checklist is designed to:

- Consider all foreseeable hazards and detail the controls used to eliminate or reduce the risk of those hazards.
- Detail how an emergency during the event will be handled; and
- Be approved by at least one senior member of staff from Riverview Projects.

The checklist below has been developed as an Event Risk Assessment Checklist to ensure that controls are in place to eliminate or minimise risks at an event. Given the nature of the event, some of the controls in this checklist will not be relevant and others may require more detail than given here. Specific events will require additional details regarding an emergency plan for the event.

Note - the definition of an Event for Riverview Projects is:

- A planned public or social occasion occurring outside the Link grounds that requires temporary customisation of the gathering space.
- A planned public or social occasion over 100 people within the Link grounds.
- The supply and consumption of Alcohol.
- Use of the Firepit and BBQ facilities at The Link.

Name and Description of Event:	Iftar
Number of People:	120-150
Date of Event:	Sunday 17 March 2024
Time of Event:	6:30 pm – 9 pm
Location of the Event:	The Link

Event Risk Assessment Checklist



Activity/task/hazard	Yes	No	NA	Additional Controls and Comments
1. Alcohol				
<p>If alcohol is proposed to be supplied and consumed on the workplace as part of an external community or stakeholder event, then a risk management plan (and/or hire agreement in the case of the Link Building) is required to be prepared and approved in accordance with the EHSMS.</p> <p>Where the alcohol is supplied by an external party then they are to be advised that they will take on full responsibility for the service of alcohol at the event and as part of either the risk assessment or their booking application (as the case may be) evidence must be provided of a valid catering, permit or liquor licence that they either hold themselves directly or will be provided by the service provider/catering company they engage for the event. The supply and consumption of alcohol on the premises without a valid catering, permit or liquor licence is strictly prohibited.</p> <p>As an exemption to the above requirement, if alcohol is proposed to be supplied and consumed on the premises as part of an event and programme supported and/or led by the Ginninderry project team for which there are no hire arrangements in place (i.e. Use of premises is free of charge) then the supply of alcohol at such events is typically to be limited to no more than 2 standard drinks per person.</p> <p>The Event Manager is the responsible person to ensure adherence to any specific risk mitigation measures identified in relation to the supply and consumption of alcohol and drugs at sanctioned Events.</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
2. General				
Firepit use at the Link - If Yes please refer to Appendix B which needs to be completed as well.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
BBQ use at the Link - If Yes please refer to Appendix C which needs to be completed as well.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Local fire brigade has been informed of the event (Belconnen Fire Station 6207 8540). (Example: When the event is held outside the boundary fence of The Link building. Near dry vegetation, bushland etc.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Event Risk Assessment Checklist



Activity/task/hazard	Yes	No	NA	Additional Controls and Comments
Principal Contractors operating nearby have been informed of the details of the event and the appropriate measures put in place. (Note: who was contacted and when)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Pathways and thoroughfares kept free of trip hazards. Temporary signage where necessary (when required or applicable).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Grass and ground maintained around the Link Building.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Considerations for crowd management (physical barriers, fencing, delineation tape and human resources etc.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Electrical supply arrangements confirmed (From Link building, temporary power board, generator etc.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Have we notified stakeholders i.e. Ginninderry Conservation Trust (GCT), local community, Strathnairn Arts Association, Bicentennial National Trail (BNT). Please note key emails below if applicable. Strathnairn Arts - info@strathnairn.com.au BNT - costin@outlook.com and cflawrence@homemail.com.au	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<i>Consider stakeholders who may be affected by nuisance noise have been alerted to time and duration of noise.</i>				
3. Emergency Preparedness				
(Note: When the event takes place inside the boundary fence of The Link building. The Link building emergency equipment and evacuation signal will be used).				
Emergency equipment (fire extinguishers, adequate first aid kit/s readily available including bites provisions, evacuation signal etc.) is in place.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Emergency contact list completed which includes the Fire Warden and First Aider.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Emergency layout plan completed (assembly points, exit locations are in place).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Display of emergency information and signage completed.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Event Risk Assessment Checklist



Activity/task/hazard	Yes	No	NA	Additional Controls and Comments
4. Traffic and Pedestrian Management				
(Note: Only required if event beyond Link building and/or additional parking required).				
Temporary speed limit signage is in place.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Temporary traffic and pedestrian signage are in place.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Adequacy of existing car parking sufficient for the event. Car parking locations confirmed with temporary signage displayed.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Exclusions zones established around mobile plant operated by Principal Contractors nearby.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Delineated pedestrian pathways established (fencing, delineation tape etc.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
5. Contractor Management				
All Contractors have received the Riverview Projects Contractor, Visitor Induction.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
All Contractors have contact details for: Event Manager Emergency contact list (Note: This is to be supplied at the time of the Contractor, Visitor Induction).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Safe Work Method Statement (SWMS) required for any high-risk work. The SWMS must be submitted to Riverview Projects for review prior to the event together with the SWMS checklist (Form R). (Note: Refer to appendix A of this document, to reference what high risk work is).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
All contractors have the appropriate insurances, and they are current. (Note: This includes Public Liability, Workers Compensation)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
All portable electrical equipment/tools and leads tested and tagged as required (minimum 3 monthly).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Event Risk Assessment Checklist



Activity/task/hazard	Yes	No	NA	Additional Controls and Comments
Residual Current Devices (RCD's) to be used at all times and must be tested and tagged with a calibrated RCD tester 3 monthly. (Note: The RCD must be in place between the electrical source and end item used. The RCD breaks the electrical load when there is an electrical fault).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
All electrical leads are secured and protected. (Example: Covered up, hanging on insulated hooks or stable stands, protected from weather and liquid etc.).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Leads/cables not to be placed across thoroughfares.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
All ladders meet Australian Standards.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
All ladders used are secured when used.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Only competent/licenced operators to operate or be on elevated work platforms (this includes EWP and Scissor lifts) (Note: EWP above 11m require the operator to have a High-Risk Work License HRWL as per the WHS Regulations).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
If there is a risk of falling more than 2m, and operating/or working near mobile plant, a Safe Work Method Statement must be submitted to Riverview Projects for review.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
6. Volunteers, Vendors and Performers Management				
All volunteers, vendors, performers, have received the Riverview Projects Contractor, Visitor Induction.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
All vendors have appropriate insurance and are current. (Note: This includes Public Liability)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
All food vendors hold appropriate food licence/permit? (Example: Food Business Registration etc.).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Food Safety Supervisor engaged. (Note: Only for major community events).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Event Risk Assessment Checklist



Activity/task/hazard	Yes	No	NA	Additional Controls and Comments
All volunteers, vendors and performers are shown/given a site map indicating: Emergency pathways Emergency Evacuation Assembly Point Location of amenities (Note: This is to be supplied at the time of the Contractor, Visitor Induction).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
All volunteers, vendors and performers have contact details for: Event Manager Emergency contact list (Note: This is to be supplied at the time of the Contractor Visitor Induction).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
All portable electrical equipment/tools and leads tested and tagged as required (minimum 3 monthly).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Residual Current Devices (RCD's) to be used at all times and must be tested and tagged with a calibrated RCD tester 3 monthly. (Note: The RCD must be in place between the electrical source and end item used. The RCD breaks the electrical load, when there is an electrical fault).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
All electrical leads are secured and protected. (Example: Covered up, hanging on insulated hooks or stable stands, protected from weather and liquid etc.).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Leads/cables not to be placed across thoroughfares	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
7. Events Signage				
(Note: Only required if event beyond Link building and/or major event-more than 100 people).				
Access and egress points are clearly signed	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Any restricted entry areas are adequately signed and delineated	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Emergency assembly areas are adequately signed	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Event Risk Assessment Checklist



Activity/task/hazard	Yes	No	NA	Additional Controls and Comments
8. Set-up/assembly of equipment				
Restricted public access during set up (Example: physical barriers, fencing, delineation tape etc.).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Erection and dismantling of tents and free-standing objects are completed by competent persons and in accordance with manufactures instructions/manuals.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
All free-standing objects (marquees, pin boards etc.) Are weighted and/or secured.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Scaffold is to be erected, altered and dismantled by competent persons or licensed scaffolder if the scaffold is greater than 4 meters. (Note: All scaffolds over 4m in height, are required to be erected by a qualified scaffolder, a scaffold tag applied to scaffold and a handover certificate is provided to Riverview Projects).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
9. Amenities				
(Note: Only required if event beyond Link building or more than 100 people).				
Sufficient toilets and hand washing facilities for expected number of attendees.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Adequate amenities provision for people with disabilities.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Adequate drinking water available for attendees.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
10. Temporary Power Supply				
Approved licensed electricians used for electrical set up. Testing of the electrical installation confirmed by issue of a Certificate of Electrical Safety (CES) to Riverview Projects. (Note: This is required when a temporary power board, or generator is set up to provide electricity).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Generators, if used, safely positioned and access to area restricted. Location to be approved by the Events Manager. (Note: Do not set up near overgrown vegetation, near vehicles etc.).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Event Risk Assessment Checklist



Activity/task/hazard	Yes	No	NA	Additional Controls and Comments
All portable electrical equipment/tools, leads and power boards tested and tagged as required (minimum 3 monthly for outside events).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Residual Current Devices (RCD's) to be used at all times and must be tested and tagged with a calibrated RCD tester 3 monthly. (Note: The RCD must be in place between the electrical source and end item used. The RCD breaks the electrical load when there is an electrical fault).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
No daisy chaining of extension cords and power boards.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
All electrical leads are secured and protected. (Example: Covered up, hanging on insulated hooks or stable stands, protected from weather and liquid etc.).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Leads/cables not to be placed across thoroughfares.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
11. Waste Management				
(Note: Only required if event beyond Link building or more than 100 people).				
Adequate bins have been provided for potential crowd numbers.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Sharps and broken glass to have designated bins provided.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
12. Weather				
(Note: Only required if event beyond Link building or more than 100 people).				
Australian Bureau of Meteorology web site (www.bom.gov.au) is accessed to check for forecast adverse weather events.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
An extreme weather contingency has been planned (e.g. cancellation, postponement).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
13. Sun and Heat Exposure				
Provision of undercover areas (for shade).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Event Risk Assessment Checklist



Activity/task/hazard	Yes	No	NA	Additional Controls and Comments
Riverview Projects workers (including Contractors) and volunteers working outside required to wear sun safe clothing and sunscreen.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Provision of sunscreen for outdoor workers.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
14. Attached and applicable documentation				
Emergency contact numbers/site induction	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Emergency layout plan/evacuation diagram	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Traffic and Pedestrian Management Plan	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Other:				
1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
2	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Checklist/risk assessment completed by:	
Signature:	Date:
Approved by:	
Name:	Signature:
Position:	



Appendix A - High Risk Construction Work as defined in the WHS Regulations 2011.

Safe Work Method Statement (SWMS) must be provided for all High-Risk Work.

High Risk Construction work is defined as construction work that:

- Involves a risk of a person falling more than 2 metres;
- Work carried out on a telecommunication tower;
- Involves demolition of an element of a structure that is load-bearing or otherwise related to the physical integrity of the structure;
- Involves, or is likely to involve, the disturbance of asbestos;
- Involves structural alterations or repairs that require temporary support to prevent collapse;
- Is carried out in or near a confined space;
- Is carried out in or near a shaft or trench with an excavated depth greater than 1.5 metres or is carried out in or near a tunnel;
- Involves the use of explosives;
- Is carried out on or “near”: pressurised gas distribution mains or piping, chemical, fuel or refrigerant lines;
- Energised electrical installations or services;
- Is carried out in an area that may have a contaminated or flammable atmosphere;
- Involves tilt-up or precast concrete;
- Is carried out on, in or adjacent to a road, railway, shipping lane or other traffic corridor that is in use by traffic other than pedestrians;
- Is carried out in an area at a workplace in which there is any movement of powered mobile plant;
- Is carried out in an area in which there are artificial extremes of temperature;
- Is carried out in or near water or other liquid that involves a risk of drowning;
- Involves diving work.
- Work that involves the cutting of crystalline silica material using a power tool or another mechanical process (ACT only definition)



Appendix B - Firepit use at the Link checklist

Activity/task/hazard	Yes	No	Additional Controls and Comments
Local fire brigade has been informed of the event (Belconnen Fire Station 6207 8540)			
Review BOM Weather Forecast and Fire Danger Rating three days before and on day of event			
Firepits cannot be conducted on days with strong winds or Total Fire Ban days			
Firepits can only be conducted in locations identified on the map provided below			
Chief Fire Warden must be notified of time and date of fire pit use prior to the event			
The area around the Firepit must be cleared of flammable material for at least 3 metres			
The firepit must be always under constant adult supervision and in attendance by an event organiser			
A hose must be run from the external tap to the building for use to extinguish the fire if required (avoid creating a trip hazard when doing this)			
Food is not to be prepared using the firepit			
Doors to The Link Building must be kept closed (not chocked open) while firepit is operating to avoid smoke entering the building			
The firepit needs to be hosed down at the end of the evening to reduce risk of re-ignition			
The firepit must be cleaned out and packed away after use			



Annexure 5 – Example Professional Services Agreement



BETWEEN

Riverview Projects (ACT) Pty Limited ACN 165 870 539

AND

The Consultant named in the Agreement Details

Professional Services Agreement – ACT & NSW



Level 2, 121 Marcus Clarke Street

Canberra City ACT 2601

Telephone: (02) 6279 4444

Facsimile: (02) 6279 4455

Email: email@mvlaw.com.au

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THIS AGREEMENT is made on the day of 2024

PARTIES

1. **Riverview Projects (ACT) Pty Limited ACN 165 870 539** of Unit 3, 28 Bougainville Street Manuka ACT 2603 in its capacity as agent for and on behalf of the West Belconnen Joint Venture Participants (severally but not jointly) in accordance with their respective participating interests in the West Belconnen Joint Venture;
(‘**Riverview**’)
2. **The party named in Item 1 of the Agreement Details;**
(the ‘**Consultant**’)

BACKGROUND

- A. Riverview requires the provision of consultancy services relating to the Project.
- B. The Consultant has considerable experience and expertise in undertaking those services and is able to deliver efficient and cost effective Services to Riverview for the Ginninderry Project as set out in the Project Brief.
- C. Riverview has agreed to appoint the Consultant to provide the Services in accordance with the terms and conditions set out in this Agreement. The Consultant has agreed to accept that appointment.

OPERATIVE PROVISIONS

1 **INTERPRETATION**

1.1 Definitions

Unless the context indicates otherwise, when used in this Agreement, each word or phrase defined in this clause 1.1 has the meaning given to it in this clause 1.1.

Agreement means this agreement and all Schedules attached.

Agreement Conditions means this Agreement, including Schedule 1 but excluding Schedules 2, 3 and 4.

Agreement Details means the details set out in Schedule 1.

Agreement Documents means the Documents provided (or to be provided) to the Consultant by Riverview as specified in Item 21.

Agreement Material means any Material created by the Consultant for the purpose of, or as a result of, performing its obligations under this Agreement.

Approvals includes any consent, authorisation, registration, filing, agreement, notification, certificate, permission, licence, approval, permit, authority or exemption by from or with any Authority in relation to the Services or the Project.

Approved Persons means:

- (a) the directors and employees of the Consultant who require access to the Confidential Information to assist in the performance of the Services;
- (b) any legal adviser, consultant or other professional adviser of the Consultant who require access to the Confidential Information to perform their services; and
- (c) any other person as Riverview consents in writing from time to time.

Authority includes any government or semi-governmental authority or other legal entity having a responsibility or jurisdiction in relation to the Services or the Project.

Building Code of Australia means the National Construction Code (an initiative of the Council of Australian Governments) as amended from time to time, as applied in the Jurisdiction.

Business Day means any day which is not a Sunday or a public holiday in the Jurisdiction (and for the purposes only of calculating time under the Security of Payments Law as it applies to this Agreement does not include 27, 28, 29, 30, or 31 December).

Claim includes any claim for an increase in the Fee, for payment of money (including damages) or for an extension of time:

- (a) under, arising out of, or in any way in connection with, this Agreement, including any Instruction of Riverview;
- (b) arising out of, or in any way in connection with, the Services or either Party's conduct before this Agreement; or
- (c) otherwise at law or in equity including:
 - (i) by statute;
 - (ii) in tort for negligence or otherwise, including negligent misrepresentation; or
 - (iii) for restitution.

Code of Professional Conduct means any code of professional conduct applicable to the Consultant under the laws of the Jurisdiction and includes the laws directly relating to such code.

Completion means the Services or the relevant portion of the Services are complete in accordance with the requirements of this Contract and **Complete** has a corresponding meaning.

Confidential information means the provisions of this Agreement and all other information which:

- (a) relates to:
 - (i) Riverview and the West Belconnen Joint Venture Participant's Intellectual Property Rights;
 - (ii) Riverview and the West Belconnen Joint Venture Participant's financial and business data such as plans, strategies and forecasts;

- (iii) Riverview and the West Belconnen Joint Venture Participant's pricing of products and services, proposals and tenders;
 - (iv) Riverview and the West Belconnen Joint Venture Participant's contractors, employees, consultants and project team members;
 - (v) Riverview and the West Belconnen Joint Venture Participant's key suppliers and terms of trade;
 - (vi) information of a type the Consultant ought reasonably to know is confidential in nature;
 - (vii) joint venture terms of the West Belconnen Joint Venture;
- (b) Riverview designates as confidential; or
- (c) is disclosed by Riverview to the Consultant or any of their Approved Persons at any time,

regardless of whether the information:

- (d) was disclosed directly to the Consultant by Riverview or their agents; or
- (e) is in oral, written, visual or electronic form, or is recorded or stored in a Document.

Confidential Text means any text of this Agreement that, for the purposes of the Procurement Act, either Party proposes should not be published (as set out in Item 23).

Consideration has the meaning given to that term by the GST Law.

Contractors Debts Act means the *Contractors Debts Act 1997* (NSW).

Consultant's Representative means the person specified in Item 14 or such other person as nominated, from time to time, by the Consultant and approved by Riverview.

Copyright Works means all copyright works to be created by or on behalf of the Consultant and assigned or licensed to Riverview under, or used in connection with, this Agreement and includes the copyright works (if any) specified in Item 25.

Date for Completion means the date that the Consultant must have fully Completed the Services as specified in Item 8.

D&BP Act means the *Design and Building Practitioners Act 2020* (NSW).

Disbursements means actual out-of-pocket expenses incurred by the Consultant in the performance of the Services and approved by Riverview in writing.

Document include documents, reports, technical information, plans, charts, drawings, calculations, tables, schedules and data (stored by any means).

EHSMS means Environmental Health and Safety Management System which is available for inspection at the Site.

Existing Material means Riverview's, the West Belconnen Joint Venture Participants' or the Consultant's Material which existed prior to the Start Date or was brought into existence other than for the purposes of this Agreement.

Fee means the fee payable to the Consultant as specified in Item 9.

Ginninderry Project means the development and sale of land by the West Belconnen Joint Venture Participants in the area known as Ginninderry.

GST has the meaning given to that term in the GST Act.

GST Act means *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Illegal Worker means a person who:

- (a) has unlawfully entered, and remains in, Australia;
- (b) has lawfully entered Australia, but remains in Australia after his or her visa has expired;
- (c) is working in breach of his or her visa conditions; or
- (d) is otherwise not lawfully entitled under Australian law to be engaged to perform the Services or any part of the Services.

Insolvency Event means:

- (a) in the case of an individual or partnership:
 - (i) the commission of an act of bankruptcy by a person under any Act;
 - (ii) the entering into of any arrangement, or the transfer of any assets, for the benefit of creditors;
 - (iii) an admission from the party that any debts of the party cannot be repaid; or
 - (iv) anything analogous or of substantially the same effect to any of the events described above; and
- (b) in the case of a corporation:
 - (i) the party becomes an externally-administered body corporate under the *Corporations Act 2001* (Cth);
 - (ii) steps are taken by any person towards making the party an externally-administered body corporate under the *Corporations Act 2001* (Cth); or
 - (iii) the party is taken to have failed to comply with a statutory demand within the meaning of section 459F of the *Corporations Act 2001* (Cth).

Instruction means any agreement, approval, authorisation, certificate, decision, demand, determination, direction, explanation, notice, order, permission, rejection, request or requirement made, given or issued under this Agreement, and **Instruct** and **Instructed** have a corresponding meaning.

Intellectual Property includes, without limitation Know How, copyrights, trademarks, trade and business names, circuit layouts, designs, patents, inventions, research and development activities, and other technical know-how and other rights in industrial property and applications for them, including registered and unregistered rights and

all other rights resulting from intellectual activity in industrial, scientific, literary or artistic fields, but does not include Moral Rights.

Intellectual Property Rights means any rights in any Intellectual Property and any application or right to apply for registration of such rights.

IP Licence Purpose means the IP Licence Purpose specified in Item 22.

Invoice means an invoice for payment of the Fee by Riverview for all or part of the Services performed by the Consultant in a format which is satisfactory to Riverview.

Invoice Date means the date or dates specified in Item 11a).

Item means an item with corresponding details in the Agreement Details.

Jurisdiction means the state or territory in which the Site is located, as specified in the Agreement Details.

Key People means the people employed, or to be employed, by the Consultant or Subcontractors to perform the Services as specified in Item 15 or subsequently nominated by the Consultant and approved by Riverview.

Know How means confidential, secret, proprietary knowledge or scientific, technical or other information that is not in the public domain and excluding any knowledge, skill or experience which personnel cannot be legally restrained from using or disclosing.

Laws means all laws, regulations and standards including (where applicable) laws, regulations and standards regulating, or relating to, the building industry, including:

- (a) the Building Code of Australia;
- (b) all laws, ordinances, rules, codes, regulations, requirements and orders of any legislation or local authority applicable to, or having jurisdiction over, the Project;
- (c) all laws, ordinances, rules, codes, regulations, requirements and orders of any legislation or authority relating to occupational health, safety and rehabilitation management;
- (d) all relevant standards of Standards Australia;
- (e) all applicable guidelines for access and mobility;
- (f) all applicable guidelines and regulations for fire safety; and
- (g) all Approvals.

Material includes any tangible and intangible property, including information and the subject matter of any category of Intellectual Property.

Milestone means a milestone (if any) in the provision of the Services, as specified and described in Item 6.

Moral Rights has the meaning given in the *Copyright Act 1968* (Cth) and includes all equivalent rights recognised at law anywhere in the world.

Parties means Riverview and the Consultant and **Party** means any of them.

Permitted Disclosure means the specific disclosure set out in Item 24 and any other disclosure which after the date of this Agreement Riverview may in writing permit.

Personal Information has the same meaning given to it in the *Privacy Act 1998* (Cth) and means information or an opinion about an identified individual, or an individual who is reasonably identifiable:

- (a) whether the information or opinion is true or not; and
- (b) whether the information or opinion is recorded in material form or not.

Procurement Act means the Government Procurement Act 2001 (ACT).

Project means the project as described in Item 4.

Project Brief means the Project Brief for the Services comprising Schedule 2 and includes the Design Brief (if any) referred to in Schedule 2 and the Special Conditions.

Project Contract means a building or works contract which Riverview has entered, or will enter, into with a Project Contractor to:

- (a) construct, or design and construct, any part of the Project; or
- (b) supply, or supply and install, any plant, equipment, goods or materials for the Project.

Project Contractor means a person engaged, or to be engaged, by Riverview under a Project Contract.

Project Timetable means the timetable for the Project determined by Riverview, from time to time, and notified to the Consultant.

Proportionate Liability Legislation means:

- (a) if the Jurisdiction is the Australian Capital Territory, then *the Civil Law (Wrongs) Act 2002* (ACT);
- (b) if the Jurisdiction is New South Wales, then Part 4 of the *Civil Liability Act 2002* (NSW); or
- (c) such equivalent legislation as may be in force from time to time

Provisional Sum means an amount (if any) included in the Fee being an assessment of an item of work as disclosed in Schedule 5 as a Provisional Sum to be performed, or for costs to be incurred by the Consultant in connection with it, which could not be entirely foreseen, defined or detailed at the time the Agreement Documents were issued, and which includes all of the Consultant's administration costs, overheads, work, and profit in connection with it.

Riverview's Consultant means a consultant or professional adviser appointed by Riverview in relation to the Project but does not include the Consultant.

Riverview's Representative means the person nominated, from time to time, by Riverview to be its representative for the purposes of this Agreement. As at the date of this Agreement, Riverview's Representative is the person specified in Item 13.

Scope of Services means the scope of services included in the Project Brief as set out in Schedule 2.

Security of Payments Law means the laws relating to security of payments in the building and construction industry in the Jurisdiction, being:

- (a) if the Jurisdiction is the Australian Capital Territory, the *Building and Construction Industry (Security of Payment) Act 2009* (ACT);
- (b) if the Jurisdiction is New South Wales, the *Building and Construction Industry Security of Payment Act 1999* (NSW); or
- (c) such equivalent legislation as may be in force from time to time.

Services means the professional services to be provided by the Consultant under this Agreement including:

- (a) the services set out in the Scope of Services;
- (b) if relevant, all design or other consultancy services necessary to enable the Project Contractors to cost effectively and efficiently complete the Project to the satisfaction of Riverview; and
- (d) if required, management of other consultants engaged by Riverview for the Project (other than the engagement, termination and payment of those consultants).

Services Program means the program, as amended from time to time, prepared by the Consultant and approved by Riverview in accordance with clause 4.7.

Site means the site as specified in Item 12.

Stage means a stage in the provision of the Services, if applicable, as set out in Item 5.

Start Date means the date that the Consultant will commence the Services as specified in Item 7.

Special Conditions means the Special Conditions attached to this Agreement at Schedule 4, if any.

Subcontract means an agreement between the Consultant and a Subcontractor.

Subcontractor means any subcontractor or subconsultant engaged by the Consultant to carry out any part of the Services.

Suburban Land Agency means the agency established pursuant to s. 37 of the City Renewal Authority and Suburban Land Agency Act 2017 (ACT).

Taxable Supply has the meaning given to that term by the GST Law.

Tax Invoice has the meaning given to that term by the GST Law, and includes a recipient created tax invoice.

Territory means the Australian Capital Territory, the body politic established by section 7 of the Australian Capital Territory (Self-Government) Act 1988 (Cth).

Third Party Material means any Material in which a third party holds Intellectual Property Rights.

Upper Limit means the amount specified in Item 10 which may only be varied in accordance with clause 7.2.

Variation means any change to the Services including an omission of any part of the Services.

West Belconnen Joint Venture means the unincorporated joint venture of that name between the West Belconnen Joint Venture Participants.

West Belconnen Joint Venture Participants means:

- (a) the Suburban Land Agency, holding a 60% participating interest in the West Belconnen Joint Venture; and
- (b) Riverview Developments (ACT) Pty Limited ABN 34 165 870 557, holding a 40% participating interest in the West Belconnen Joint Venture.

WHS Legislation means:

- (a) the *Work Health and Safety Act 2011* (ACT);
- (b) the *Work Health and Safety Act 2011* (NSW);
- (c) the *Work Health and Safety Regulation 2011* (ACT);
- (d) the *Work Health and Safety Regulation 2017* (NSW);
- (e) all instruments issued under the *Work Health and Safety Act 2011* (ACT), *Work Health and Safety Act 2011* (NSW), *the Work Health and Safety Regulation (2017)* or the *Work Health and Safety Regulation 2011*;
- (f) all laws that replace the above laws; and
- (g) all other work health and safety laws applicable in the Jurisdiction.

1.2 Interpretation

- (a) In this Agreement, unless otherwise indicated by the context:
 - (i) a reference to disclosure includes a reference to publication, use, discussion and communication, and 'disclose' has a corresponding meaning;
 - (ii) words importing the singular include the plural and vice versa;
 - (iii) an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other body corporate and any governmental agency;
 - (iv) the word 'include' (in any form) when introducing one or more specific items does not limit the meaning of the general words to those items or to items of a similar kind;
 - (v) a reference to any thing (including, but not limited to, any right) includes a part of that thing but nothing in this clause 1.2 implies that performance of part of an obligation constitutes performance of the obligation;

- (vi) in the interpretation of this Agreement no rule of construction applies to the disadvantage of one Party on the basis that that Party put forward this Agreement;
 - (vii) if a word or phrase has a defined meaning, another part of speech or grammatical form in respect of that word or phrase has a corresponding meaning;
 - (viii) a reference to a document includes all amendments or supplements to that document, or replacements or novations of it;
 - (ix) a covenant or agreement on the part of or for the benefit of two or more persons binds or benefits them jointly and severally;
 - (x) Agreement headings are for convenience only and do not affect interpretation of this Agreement;
 - (xi) a reference to a clause, paragraph or schedule is a reference to a clause, paragraph or schedule of this Agreement;
 - (xii) a reference to a statute, statutory provision or regulation includes all amendments, consolidations or replacements of it;
 - (xiii) a reference to a party to a document includes that party's legal personal representatives, successors and permitted assigns;
 - (xiv) a reference to an agreement, other than this Agreement, includes an undertaking, deed, agreement or legally enforceable arrangement or understanding, whether or not in writing; and
 - (xv) a reference to a body, whether statutory or not:
 - A. which ceases to exist; or
 - B. whose powers or functions are transferred to another body, is a reference to the body which replaces it or which substantially succeeds to its powers or functions;
 - (i) a reference to '\$' is to Australian currency; and
 - (ii) an obligation of a Party not to do any act or thing shall be construed to include an obligation of that Party:
 - A. not to permit that act or thing to be done; and
 - B. to use its best endeavours to prevent that act or thing being done by another person.
- (b) Where the day on or by which something must be done is not a Business Day, that thing must be done on or by the following Business Day.
- (c) This Agreement will be deemed a result of the mutual effort and negotiations of the Parties.
- (d) In exercising their rights and obligations under this Agreement, the Parties must comply with principles of good faith and fair dealing.

2 ENGAGEMENT

2.1 Appointment and Acceptance

Riverview engages the Consultant with effect from the Start Date (irrespective of the actual date when the Parties entered into this Agreement), to carry out the Services in accordance with the terms of this Agreement, and the Consultant accepts that engagement.

2.2 Provision of the Services

The Consultant must:

- (a) perform and Complete the Services in a timely manner and in accordance with:
 - (i) the provisions of this Agreement;
 - (ii) the Project Brief; and
 - (iii) the requirements of Riverview including those specified in the Project Brief;
- (b) respond to any Instruction given by Riverview within 2 Business Days (unless a longer time is specified by Riverview); and
- (c) perform and Complete the Services in accordance with the Project Timetable.

2.3 Date for Completion

The Consultant must Complete the Services by the Date for Completion.

2.4 Stages and Milestones

- (a) If the Services are to be provided in Stages (as set out in Item 5) the Consultant must not commence work on any Stage without the prior Instruction of Riverview to commence work on the relevant Stage.
- (b) If Item 6 sets out Milestones, the Consultant must Complete each section, Stage or portion of the Services in accordance with each corresponding Milestone.

3 RELATIONSHIP

- (a) The Consultant must not represent themselves, and must ensure that their officers, employees, agents and subcontractors do not represent themselves, as being an officer, employee, partner or agent of Riverview or its principal, the West Belconnen Joint Venture Participants, or as otherwise able to bind or represent Riverview or its principal, the West Belconnen Joint Venture Participants.
- (b) This Agreement does not create a relationship of employment, agency or partnership between the Consultant and Riverview or its principal, the West Belconnen Joint Venture Participants.

4 ROLE OF THE CONSULTANT

4.1 Standard of care

The Consultant must:

- (a) exercise the standard of skill, care and diligence in the performance of the Services that would be expected of a competent professional consultant with experience and expertise in providing services similar to the Services;
- (b) use only qualified, experienced and competent personnel to perform the Services;
- (c) act in the best interests of Riverview; and
- (d) keep Riverview fully and regularly informed about all matters affecting or relating to the Services.

4.2 Professional requirements

The Consultant must, during the period of the Services:

- (a) maintain registration with the Consultant's registration board (or equivalent) in the Jurisdiction (if any); and
- (b) carry out the Services in general compliance with the Code of Professional Conduct (if any) in force in the Jurisdiction.

4.3 Special Conditions

The Consultant's obligations under the Special Conditions (if any) will be taken to be additional to the Consultant's obligations under the Agreement Conditions.

4.4 Services to comply with Agreement requirements

The Consultant must ensure that the Services, including any design that it prepares (in accordance with any relevant Special Conditions), comply with the terms of this Agreement.

4.5 Authority to act

The Consultant is authorised by Riverview to perform obligations for Riverview only in relation to the matters set out or implied in this Agreement.

4.6 Knowledge of Riverview's requirements

The Consultant must:

- (a) inform itself of Riverview's requirements for the Services;
- (b) (without limitation) refer to the Project Brief; and
- (c) consult with Riverview throughout the performance of the Services.

4.7 Services Program

- (a) If Item 27 states that Riverview is responsible for developing the Services Program:

- (i) Riverview must (if it has not already done so) within 5 Business Days of the date of this Agreement, prepare and provide to the Consultant, a Services Program which:
 - A. sets out Riverview's proposed timetable for the Consultant's performance of the Services; and
 - B. complies with the requirements of this Agreement (including any requirements for Stages).
 - (ii) Within a further 5 Business Days, the Consultant must either:
 - A. provide its acceptance of Riverview's proposed Services Program; or
 - B. suggest amendments to the Services Program which Riverview may accept or reject in its absolute discretion.
 - (iii) If the Consultant fails to provide feedback on the Services Program within the time stipulated in clause 4.7(a)(ii), the Consultant is deemed to have accepted the Services Program proposed by Riverview in accordance with clause 4.7(a).
- (b) If Item 27 states that the Consultant is responsible for developing the Services Program, the Consultant must:
- (i) (if it has not already done so) within 5 Business Days of the date of this Agreement, prepare and provide to Riverview, a Services Program which:
 - A. sets out the Consultant's proposed timetable for the performance of the Services; and
 - B. complies with the requirements of this Agreement (including any requirements for Stages);
 - (ii) obtain the approval of Riverview to the Services Program; and
 - (iii) amend the Services Program as required by Riverview.
- (c) Although Riverview may prepare, review and approve the Services Program, Riverview is relying on the skill and expertise of the Consultant and no preparation, review, approval or recommendation in relation to the Services Program will relieve the Consultant of, nor alter or affect its responsibility for, the performance of the Services.

4.8 Changes to Services Program

If any changes are required to the Services Program (whether as a consequence of a Variation or otherwise), the Consultant must:

- (a) make any consequential amendments to the Services Program;
- (b) submit the amended Services Program to Riverview for its approval; and
- (c) when approved by Riverview, adhere to the amended Services Program in lieu of any prior program.

4.9 Progress reports and meetings

- (a) If requested by Riverview, the Consultant must (and must have made adequate allowances in the Fee to):
 - (i) submit written reports to Riverview on the progress of the Services at the intervals and times notified by Riverview; and
 - (ii) attend all meetings requested by Riverview.
- (b) The Consultant must within 5 Business Days fully respond to any questions which Riverview asks in relation to any Report.

4.10 Notice of matters impacting on the Services or the Project

If the Consultant becomes aware of any matter which:

- (a) is likely to change, or which has changed, the scope or timing of the Services or the Project; or
 - (b) affects or may affect the Project Brief or the Services Program,
- the Consultant must within 2 days give written notice of that matter to Riverview containing, as far as practicable in the circumstances:
- (c) particulars of the change, error, or omission;
 - (d) its likely impact; and
 - (e) the Consultant's recommendation as to how to minimise its impact upon the scope or timing of the Services or the Project.

4.11 Co-ordination with Riverview's Consultants and Project Contractors

The Consultant must, during the period of the Project:

- (a) fully co-operate with Riverview's Consultants and Project Contractors;
- (b) carefully co-ordinate and integrate the Services with the work and services to be performed or provided by Riverview's Consultants and Project Contractors;
- (c) perform the Services so as to avoid interfering with, disrupting or delaying the work and services performed or provided by Riverview's Consultants and the Project Contractors; and
- (d) without limitation, provide reasonable advice, support and co-operation to facilitate the due performance by Riverview's Consultants and the Project Contractors.

4.12 Conflict of interest

- (a) The Consultant has, prior to the date of execution of this Agreement, disclosed to Riverview any conflict of interest that exists or is likely to arise, in the performance of its obligations under this Agreement.
- (b) If, during the term of this Agreement, any conflict or risk of conflict of interest arises, the Consultant will immediately notify Riverview and act in accordance with Riverview's Instruction.

4.13 Quality assurance

- (a) In carrying out the Services, the Consultant must comply with any system for the Site advised to the Consultant by Riverview relating to quality management and work health and safety matters.
- (b) The Consultant must also:
 - (i) plan, develop and implement an internal quality assurance system satisfactory to Riverview in respect of the Services; and
 - (ii) if requested by Riverview, provide details of the internal quality assurance system which it proposes.
- (c) The Consultant will not be relieved of any responsibilities or obligations in respect of the performance of the Services and will remain solely responsible for them notwithstanding:
 - (i) the obligation of the Consultant to plan, develop and implement a quality assurance system; or
 - (ii) any review or approval of any part of the quality assurance system by Riverview.

4.14 Peer Review

Riverview may engage a suitably qualified person to review the work being the result of the Services carried out by the Consultant. When requested by Riverview, the Consultant must provide to Riverview in a timely manner, all relevant information relating to the Services in order that the review may be expedited.

5 ROLE OF RIVERVIEW

5.1 Information

Riverview must, as soon as practicable, make available to the Consultant, all information relevant to the Services to be performed, including documents and particulars, relating to the Project and Riverview's requirements for the Project.

5.2 Additional information

If:

- (a) the Consultant, in its reasonable opinion, considers that any information, including documents or particulars, is required to enable it to perform the Services; and
- (b) that information is within the possession or control of Riverview but has not been provided to the Consultant by Riverview or Riverview's Consultants or Project Contractors,

then:

- (c) the Consultant must give notice in writing to Riverview of the details of the information and the reasons why it is required; and
- (d) Riverview must act reasonably and provide the required information to the Consultant within 5 Business Days or other period notified to the Consultant.

5.3 Access

Riverview must:

- (a) (if it has not already done so) as soon as practicable, provide the Consultant with access to the Site if required; and
- (b) so far as it is able, arrange access to any other property which may be necessary for the Consultant to perform the Services.

5.4 Making of decisions

If:

- (a) the Consultant requests Riverview to give any approval or make any decision in relation to the Services; and
- (b) all information required to enable that approval or decision to be given or made is provided to Riverview or is otherwise available,

Riverview must within 10 Business Days give a decision on the required course of action.

5.5 Notification of Completion

When Riverview is of the view that the entirety of the Services are Complete, if requested by the Consultant, Riverview will provide the Consultant with written notice confirming the Services are Complete.

6 INSURANCE

6.1 Public liability insurance

From the Start Date until completion of the Services, the Consultant must effect and have in place a public liability insurance policy with a reputable insurer:

- (a) for the amount specified in Item 16; and
- (b) noting the interests of Riverview.

6.2 Professional indemnity insurance

The Consultant must take out and maintain a current policy for professional indemnity insurance with an insurer reasonably acceptable to Riverview:

- (a) whilst engaged under this Agreement;
- (b) for the period of 7 years from the cessation of the Services;
- (c) for a sum not less than the sum specified in Item 17; and
- (d) covering the liability which the Consultant, or any of its employees or Subcontractors, might incur as a result of a breach of the obligations under this Agreement.

6.3 Workers' compensation insurance

The Consultant must insure its liability (including its common law liability) as required under any applicable workers' compensation statute or regulation in the

Jurisdiction in relation to its employees engaged in the Services. The common law cover required must be for the maximum amount allowed by law.

6.4 Subcontractor insurance

The Consultant must take all reasonable steps to ensure that its Subcontractors are similarly insured for public liability insurance, professional indemnity insurance and workers compensation insurance, for amounts to be approved by Riverview.

6.5 Liability unaffected

The Consultant's liability to Riverview will not be limited or otherwise affected by the terms of any insurance policy required under this clause 6.

6.6 Inspection of policies by Riverview

The Consultant must, at the request of Riverview, make available for inspection by Riverview:

- (a) the policies of insurance required under this clause 6; and
- (b) evidence of the currency or any renewal of those policies.

6.7 Failure to obtain insurance

- (a) If the Consultant fails to effect or maintain any insurance required under this clause 6, Riverview may:

- (i) effect the insurance; and
- (ii) deduct the premiums paid from any money that may be, or become, payable to the Consultant or recover that amount as a debt due from the Consultant.

- (b) Where the Consultant fails to produce evidence of insurance, Riverview may refuse payment until evidence of compliance with insurance obligations under this clause 6 is produced by the Consultant to the satisfaction and approval of Riverview. The rights given by this clause 6.7 are in addition to any other right.

6.8 Alteration of insurances

The Consultant must not materially alter the terms (including the risks covered or the sum insured) of any insurance policy required to be maintained by it under this clause 6 without the prior written consent of Riverview.

6.9 Procedure as to Claims

The Consultant must in writing immediately notify Riverview of any occurrence or accident likely to give rise to a claim under the policies referred to in this clause 6 relating to the provision of the Services or of any other matter or thing in respect of which notice should be given by the Consultant under the terms of those policies, and must subsequently give all information as required in the circumstances.

7 PAYMENT FOR THE SERVICES

7.1 Fee

- (a) In consideration of the satisfactory performance of the Services, Riverview must pay to the Consultant the lesser of:
 - (i) the Fee and Disbursements; or
 - (ii) the Upper Limit,in accordance with this clause 7.
- (b) The Fees and Disbursements and the Upper Limit (if any) have been agreed between Riverview and the Consultant on the basis of the requirements of this Agreement and includes provision for everything required to be done by the Consultant in order to complete the Services, including (without limitation):
 - (i) Provisional Sums;
 - (ii) attendance at all meetings as required by Riverview in order to perform the Services;
 - (iii) all necessary clerical and supportive staff (such as clerks and stenographers);
 - (iv) provision of all copies required for any purpose of any drawing, specification or document;
 - (v) travel and accommodation charges (unless otherwise agreed); and
 - (vi) all statutory and other costs (such as payroll tax, holiday pay, sickness benefits, long service leave, superannuation, and fringe benefits tax).
- (c) The Consultant shall at its own expense provide all necessary facilities such as office accommodation, telephone, and facsimile services required for the performance of its obligations under this Agreement.
- (d) The Fees are fixed for the duration of this Agreement and comprise (as applicable):
 - (i) the lump sum specified in Item 9b);
 - (ii) the hourly rates specified in Item 9c); or
 - (iii) a combination of lump sum and hourly rates, if so stated in Item 9a).
- (e) If:
 - (i) pursuant to clause 7.1(d), the Fees comprise a lump sum only, the hourly rates specified in Item 9c) will apply only to Fee adjustments for Variations in accordance with clause 8;
 - (ii) pursuant to clause 7.1(d)(iii), the Fees comprise a combination of lump sum and hourly rates, Schedule 2 will specify those Services for which Fees will be calculated by reference to the hourly rates specified in Item 9c).

7.2 Upper Limit

- (a) If an Upper Limit applies, the Consultant agrees that the sum of the Fees and Disbursements cannot exceed the Upper Limit.
- (b) If an Upper Limit applies, the Parties agree that the Upper Limit will not be adjusted or varied for any reason except where the Fee is adjusted for any of the following reasons (in which event the Upper Limit will be adjusted by the same amount as the Fee):
 - (i) Variations ordered by Riverview pursuant to either clause 9(b) or 9(c) (and the adjustment will only be as determined in accordance with clause 9(d)); or
 - (ii) adjustment as required by clause 8.5.
- (c) The Consultant must use its best endeavours to ensure that the final Fee is an amount that achieves:
 - (i) best value for money for Riverview for the completion of the Services; and
 - (ii) where possible, savings as against the Upper Limit, as may be identified during the performance of the Services.

7.3 Invoice

- (a) On the Invoice Date, the Consultant must give Riverview:
 - (i) an Invoice for the Services:
 - A. which includes details of the Services (including detailed time sheets) provided and the amount of the Fee that the Consultant claims is then due and payable; and
 - B. the amount of the Disbursements actually incurred; and
 - (ii) a certification that the payment sought is reasonable together with all supporting documentation and information that Riverview may reasonably require (including, if the Services are subject to the Security of Payments Law, the Statutory Declaration attached at Schedule 3).
- (b) The amount payable to the Consultant is not subject to adjustment in respect of Services supplied, except in accordance with clause 8.
- (c) The Consultant must provide Riverview with all information requested by Riverview to allow Riverview to accurately assess any amount claimed by the Consultant in an Invoice.
- (d) Any disputes in relation to the calculation of amounts payable pursuant to this clause 7.2 will be determined by Riverview, acting reasonably.

7.4 Review of Services

Riverview may review and inspect (in consultation with the Consultant) the Services which are the subject of the Invoice and determine whether or not the Services or the relevant part of the Services have been Completed.

7.5 Payment

The Invoice is payable by Riverview within the timeframe specified in Item 11b).

7.6 Limitation

The acceptance of an Invoice and payment shall not be evidence of:

- (a) an admission or acceptance by Riverview of the Services or an admission of liability or evidence that the Services or the relevant part of the Services were Completed; or
- (b) an admission or acceptance by Riverview of the extent, quality or value of the Services or part of the Services Completed.

7.7 Release after Completion

After the date for submitting the Invoice following the final Invoice Date has passed, the Consultant releases Riverview from any Claim and is barred from making any Claim in respect of any fact, matter or thing arising out of, or in any way in connection with, the Services or this Agreement which occurred prior to the final Invoice Date, except for any Claim previously submitted by the Consultant for determination under clause 25.

7.8 Books of account

The Consultant must, for the purposes of this Agreement:

- (a) institute and maintain all proper books of account and operating and financial records (collectively 'records') necessary to afford a full, complete and correct record and explanation of all claims for reimbursement for expenditure of money by the Consultant under this Agreement;
- (b) permit Riverview and any persons authorised by it, at all reasonable times and on reasonable notice, at the cost of Riverview, to inspect and take copies of the records; and
- (c) if reasonably requested by Riverview, have the records audited, the cost of which will:
 - (i) if the audit is required as a consequence of a breach by the Consultant of its obligations under this Agreement, be borne by the Consultant; but
 - (ii) otherwise, be borne by Riverview.

7.9 Conditions precedent to payment of Invoices

Riverview is not required to consider an Invoice pursuant to clause 7.2 or to make payment pursuant to clause 7.5 unless and until:

- (a) the Consultant has provided:
 - (i) Riverview with a valid Invoice in accordance with clause 7.2;
 - (ii) Riverview with detailed time sheets for all hours claimed to have been worked in providing the Services which are the subject of the Invoice;

- (iii) Riverview with the certification and supporting documentation as required under clause 7.3(a)(ii);
 - (iv) Riverview with evidence of current insurances as required pursuant to clause 6; and
 - (v) Riverview with any other information as reasonably required by Riverview;
- (b) if Item 5 sets out Stages, Riverview has approved the commencement of that Stage in accordance with clause 2.4(a); and
- (c) if Item 6 sets out Milestones, the Consultant has Completed the relevant portion of the Services, corresponding with the applicable Milestone in accordance with clause 2.4(b).

7.10 Set off

Riverview may set off against the payment of the Fee (or any part) any money owing by the Consultant to Riverview under this Agreement.

7.11 Adjustment

If, after payment, an Invoice is found to have been incorrectly rendered, any underpayment or overpayment will be recoverable by or from the Consultant, as the case may be, and, without limiting recourse to other available remedies, may be offset against any amount subsequently due by Riverview to the Consultant under this Agreement.

8 PROVISIONAL SUMS

8.1 Submissions in relation to Provisional Sums

The Consultant must make a submission to Riverview in writing, in respect of each item for which a Provisional Sum has been allowed, which details the amount proposed to be charged or expended by the Consultant and the basis of its calculation which includes the Consultant's administration costs, overheads and profit on each such item.

8.2 Instruction

If within 5 Business Days of receipt of the notification referred to in clause 8.1, Riverview Instructs the Consultant in writing to proceed with the Services the subject of a Provisional Sum on the basis of the Consultant's submission under clause 8.1, then the Consultant must promptly proceed with the Services.

8.3 Disapproval

If within the period referred to in clause 8.2 Riverview by notice in writing to the Consultant disapproves the Consultant's submission under clause 8.1, or neglects to reply to the Consultant's submission, then the matter must be resolved by agreement between Riverview and the Consultant or, failing agreement, within a further period of 5 Business Days immediately following the first relevant submission, must be referred for resolution in accordance with clause 25.

8.4 Instruction to be in writing

The Consultant must not proceed with the Services and expenditure of Provisional Sums without the prior written Instruction of Riverview.

8.5 Adjustment to Fee – Provisional Sum

If the approved or determined expenditure on any Provisional Sum item:

- (a) exceeds the amount included in the Fee in respect of it, then the amount of the excess will be added to the Fee, and the Fee will be increased accordingly; or
- (b) is less than the amount included in the Fee in respect of it, then the amount of such saving will be deducted from the Fee, and the Fee will be reduced accordingly.

9 **VARIATION OF SERVICES**

- (a) The Consultant must not:
 - (i) make any changes to the Services;
 - (ii) carry out any extra work; or
 - (iii) leave any of the Services unfinished,unless directed by Riverview.
- (b) Riverview may, by giving a written notice, require the Consultant to carry out a Variation to the Services.
- (c) If Riverview or the Consultant requests a Variation (a **Variation Request**), the Consultant must promptly provide Riverview with:
 - (i) a proposal for performing the Variation;
 - (ii) the amount by which the Fees would be increased or decreased as a result of the Variation; and
 - (iii) an assessment of any impact of the Variation on the Services Program including any changes to the Project.
- (d) In preparing an adjustment amount under clause 9(c)(ii), the Consultant must price the Variation using the following order of precedence:
 - (i) where relevant, calculate the increase or decrease using the hourly rates specified in Item 9c);
 - (ii) assess and value the Variations of the Services according to this Agreement; and
 - (iii) where the Variation involves an increase in the scope of the Services, take into account any cost saving measures including greater or better utilisation of its existing resources employed in relation to the Services.
- (e) If Riverview approves the Consultant's increase or decrease in the Fees:
 - (i) Riverview may issue a Variation Instruction;

- (ii) the Fees will be adjusted by the Consultant's proposed increase or decrease in the Fees as a result of the Variation (as specified in the Variation Instruction); and
 - (iii) the Consultant must promptly commence to perform the Variation.
- (f) If Riverview does not approve the Consultant's proposal of the increase or decrease of the Fees as a result of the Variation, either Party may refer any disputed amount for resolution under clause 25.
- (g) If the Consultant believes that an Instruction by Riverview (other than a Variation Instruction) constitutes a Variation, then:
- (i) it must within 5 Business Days of receiving the Instruction and before commencing work on the subject matter of the Instruction, give written notice to Riverview that it considers the Instruction constitutes a Variation; and
 - (ii) it must within 10 Business Days after giving the notice under clause 9(g)(i), submit a written proposal to Riverview which contains the details set out in clause 9(c); and
 - (iii) if Riverview does not approve the proposal given under clause 9(g)(ii) within 5 Business Days after receiving it, clause 9(f) will apply.

10 CONFIDENTIALITY

10.1 Consultant's Obligations

In consideration of:

- (a) being given access to the Confidential Information by Riverview; and
- (b) the promises contained in this Agreement,

the Consultant agrees that it will:

- (c) hold the Confidential Information in strict confidence and not disclose, or cause or permit the disclosure of the Confidential Information, except for the Permitted Disclosure or as otherwise permitted under this Agreement or with the prior written consent of Riverview;
- (d) not memorise, use, modify, reverse engineer or make copies, notes or records of the Confidential Information for any purpose other than in order to perform the Services or any other use or purpose which Riverview may permit after the date of this Agreement;
- (e) not disclose, or cause or permit the disclosure to any person of, any opinion in respect of the Confidential Information or a Document created in accordance with this clause 10, except for the Permitted Disclosure or as otherwise permitted under this Agreement;
- (f) keep the Confidential Information and any Documents created in accordance with this clause 10 secure and protected from any use, disclosure or access which is inconsistent with this Agreement; and

- (g) promptly notify Riverview if it becomes aware of a breach of this Agreement and the obligations of confidentiality contained in it.

10.2 Permitted Use and Disclosure

- (a) The Consultant must, in relation to the Confidential Information:
 - (i) only use the Confidential Information for the purposes of performing the Services;
 - (ii) not make use of the Confidential Information:
 - A. to the commercial, financial or competitive disadvantage of Riverview or the West Belconnen Joint Venture Participants;
or
 - B. for the commercial, financial or competitive advantage of any entity or person related to or associated with the Consultant;
 - (iii) only create, or cause or permit to be created, a Document which reproduces, is based on, utilises, or relates to the Confidential Information if that creation is solely for the purpose of performing the Services;
 - (iv) ensure that adequate security measures are in place at all times to restrict access to the Confidential Information (including Confidential Information which is stored electronically and any Confidential Information which is transmitted by email or facsimile) solely to Approved Persons; and
 - (v) immediately report to Riverview any actual, or potential, unauthorised use, disclosure, copying or printing of the Confidential Information of which the Consultant becomes aware.
- (b) The Consultant agrees to limit access to the Confidential Information to its Approved Persons who reasonably require access to the Confidential Information for the purpose of providing the Services or to advise the Consultant in relation to the Services.
- (c) The Consultant agrees that if it is to provide the Confidential Information to the Approved Persons then it must ensure that those Approved Persons give a written undertaking to Riverview to keep the Confidential Information confidential on similar terms as contained in this Agreement prior to the disclosure. The requirement in this clause 10.2(c) does not apply to the directors and employees of the Consultant.

10.3 Exceptions

- (a) The Consultant's obligations of confidentiality will not apply to such part of the Confidential Information which:
 - (i) becomes generally available to the public, other than as a result of wrongful disclosure by the Consultant or an Approved Person;

- (ii) the Consultant or an Approved Person is required to disclose by any applicable law;
 - (iii) the Consultant or an Approved Person is required to disclose by any legally binding order of any court, government, semi-government authority, administrative or judicial body, or a requirement of a stock exchange or regulator;
 - (iv) is received by the Consultant or an Approved Person from any third party (other than Riverview or any employee, officer, agent or adviser of Riverview) legally entitled to possess that information and provide it to the Consultant;
 - (v) is known to the Consultant or an Approved Person on a non-confidential basis prior to disclosure to the Consultant by Riverview; or
 - (vi) Riverview has authorised in writing for the disclosure of that Confidential Information (in which case the Consultant must comply with any conditions set out by Riverview in that authorisation).
- (b) If disclosure is required under clause 10.3(a)(ii), the Consultant must inform Riverview as soon as practicable, to permit Riverview to intervene and protect its interests in the Confidential Information.

10.4 Return and Destruction of Information

- (a) If requested by Riverview, the Consultant must immediately cease use of all Confidential Information and return to Riverview, or destroy or delete as Riverview directs, all original Documents (including those created in accordance with clause 10.1) and copies which:
- (i) are or contain Confidential Information; or
 - (ii) reproduce, are based on, or utilise Confidential Information, excluding:
 - A. any papers for or minutes of meetings of the Consultant's board of directors;
 - B. one copy of any notes and other records that the Consultant is required by law or regulation to retain; and
 - C. any publication permitted as a Permitted Disclosure.
- (b) In complying with its obligations under clause 10.4(a), the Consultant must, for Confidential Information stored electronically, use reasonable endeavours to permanently delete that Confidential Information from all electronic media on which it is stored so that it cannot be restored.

10.5 Acknowledgement

The Consultant acknowledges that:

- (a) the Confidential Information is secret and highly confidential to Riverview and the West Belconnen Joint Venture Participants;

- (b) the Confidential Information is the exclusive property of Riverview or the West Belconnen Joint Venture Participants and this Agreement does not convey any proprietary or other interest in the Confidential Information to the Consultant or any Approved Person;
- (c) disclosure of Confidential Information in breach of this Agreement could cause considerable commercial and financial detriment to Riverview or the West Belconnen Joint Venture Participants; and
- (d) damages may be inadequate compensation for breach of this Agreement and, subject to the court's discretion, Riverview may restrain by an injunction or similar remedy, any conduct or threatened conduct which is or will be a breach of this Agreement.

10.6 Disclaimer

- (a) Neither Riverview nor any of its contractors, officers, employees, consultants, project team members or advisers:
 - (i) makes any representation or warranty:
 - A. as to the accuracy or completeness of the Confidential Information;
 - B. that the Confidential Information has been audited, verified or prepared with reasonable care; or
 - C. that the Confidential Information is the totality of the information that a person wishing to engage in (or engage in activities related to) the performance of the Services might require or expect;
 - (ii) accepts any responsibility for any interpretation, opinion or conclusion that the Consultant or an Approved Person may form as a result of examining the Confidential Information;
 - (iii) accepts any responsibility to inform the Consultant of any matter arising or coming to Riverview's notice which may affect or qualify any Confidential Information; or
 - (iv) is liable for any loss of any kind (including, without limitation, damages, costs, interest, loss of profits, or special loss or damage) arising from an error, inaccuracy, incompleteness or similar defect in the Confidential Information.
- (b) The Consultant acknowledges that it is making an independent assessment of the Confidential Information and that it will:
 - (i) carry out, and rely solely on, its own investigation and analyses in relation to the Confidential Information; and
 - (ii) verify all information on which it intends to rely to its own satisfaction.
- (c) Any reliance by the Consultant or any Approved Person on any Confidential Information is solely at its own risk.

10.7 Remedies

- (a) The Consultant acknowledges that Riverview and the West Belconnen Joint Venture Participants would suffer financial and other loss and damage if the Confidential Information was disclosed to any person other than the Approved Persons or for the Permitted Disclosure, and that monetary damages would be an insufficient remedy.
- (b) The Consultant acknowledges and accepts that, in addition to any other remedy which may be available in law or equity, Riverview is entitled to injunctive relief to prevent a breach of this Agreement and to compel specific performance of this Agreement.

10.8 Survival

Each Party acknowledges and agrees that the undertakings given in relation to the Confidential Information will survive the termination of this Agreement and will continue in force until such time as the Confidential Information becomes public knowledge other than by breach of this Agreement.

11 INTELLECTUAL PROPERTY

- (a) Nothing in this Agreement affects the ownership of Intellectual Property in any of the Existing Material or the Third Party Material.
- (b) Intellectual Property in all Agreement Material vests in the Consultant immediately upon its creation. Notwithstanding this, the Consultant agrees that with respect to any Agreement Material it is bound by the requirements of clause 10.
- (c) The Consultant grants to Riverview a perpetual, irrevocable, transferable, world-wide, royalty-free, non-exclusive licence (including the right to sublicense) to use, copy, reproduce, adapt, modify, distribute and communicate the Agreement Material, and all Existing Material and Third Party Material incorporated into or used in conjunction with the Agreement Material, for the IP Licence Purpose. The Consultant also acknowledges and agrees that the licence permits Riverview to exercise any other rights in relation to the Agreement Material, Existing Material and Third Party Material that Riverview has under this Agreement.
- (d) The Consultant agrees that Riverview can assign the licence granted to it under clause 11(c) without the Consultant's consent.
- (e) The Consultant warrants that Riverview's use of the Agreement Material, Existing Material and Third Party Material will not infringe the Intellectual Property Rights of any person and it has the necessary rights to vest the Intellectual Property Rights and grant the licence as provided in clause 11(c).
- (f) The Consultant must obtain all necessary Intellectual Property permissions before making any Existing Material or Third Party Material available for the purposes of this Agreement.

12 MORAL RIGHTS

The Consultant:

- (a) represents to Riverview (acknowledging that Riverview will rely upon that representation) that, except as otherwise Instructed by Riverview, it will obtain or procure from the authors of all Copyright Works, effective and unconditional written consents (severally **Consent**), which are expressed for the benefit of Riverview and any subsequent owner or licensee of the Copyright Works, to do, or omit to do, anything which, but for the Consents, may infringe Moral Rights;
- (b) must, at the request of Riverview, provide executed counterparts of any Consents;
- (c) indemnifies Riverview against all claims, loss or damage that Riverview may incur as a result of any false or misleading representation made by the Consultant under this clause 12; and
- (d) must ensure that any Consent is genuinely given and not obtained by duress or by the making of any false or misleading statement.

13 REPRESENTATIVES AND PERSONNEL

13.1 Consultant's Representative

The Consultant:

- (a) has nominated the Consultant's Representative as the person to act as its representative for the Project;
- (b) may, with the written consent of Riverview, nominate another person to act as the Consultant's Representative;
- (c) confirms that the Consultant's Representative:
 - (i) is authorised to act for and on behalf of; and
 - (ii) has the power and authority to bind,the Consultant for all purposes in connection with this Agreement;
- (d) confirms that the Consultant's Representative is competent and able to complete all tasks required under this Agreement; and
- (e) confirms that any matters within the Consultant's Representative's knowledge will be deemed to be within the Consultant's knowledge.

13.2 Riverview's Representative

Riverview:

- (a) has appointed Riverview's Representative as the person to act as its representative for the Project;
- (b) may, from time to time, nominate another person to act as Riverview's Representative; and

- (c) confirms that Riverview's Representative is authorised to act for and on behalf of Riverview for all purposes in connection with this Agreement.

13.3 Key People and Illegal Workers

The Consultant must:

- (a) only retain Key People who:
 - (i) are qualified, experienced and competent; and
 - (ii) will perform all work (other than minor ancillary work) in relation to the Services;
- (b) subject to clause 13.3(c), not replace the Key People without Riverview's written approval;
- (c) if any of the Key People die, become seriously ill or cease to be employed by the Consultant for any reason, replace them with persons of at least equivalent qualifications, experience and competence and approved by Riverview;
- (d) take all reasonable steps available to it to establish that the Key People, its Subcontractors and any other persons engaged to carry out the Services are:
 - (i) Australian citizens; or
 - (ii) in the case of persons who are not Australian citizens, not Illegal Workers;
- (e) not engage Illegal Workers in any capacity to carry out any part of the Services; and
- (f) notify Riverview immediately upon it becoming aware of the involvement of an Illegal Worker in the performance of the Services.

13.4 Removal of persons

- (a) Riverview may, without liability to the Consultant or any person performing any aspect of the Services, give notice to the Consultant requiring it to remove any person from the provision of the Services.
- (b) The Consultant must, upon receipt of a notice under this clause 13.4, within 2 Business Days arrange for the removal of that person from the Services and replace him or her with a person acceptable to Riverview.
- (c) A person who is removed under this clause 13.4 must not then be employed in or about the Services without approval from Riverview.
- (d) If a person is removed from performing the Services under this clause 13.4, the Consultant will not be entitled to any compensation from Riverview.

14 SUBCONTRACTING

14.1 Subcontracting Services only with Riverview's consent

The Consultant:

- (a) must not subcontract any part of the Services, except with the prior written consent of Riverview;
- (b) will be fully responsible for the Services despite subcontracting any part of the Services;
- (c) will be vicariously liable to Riverview for all acts, omissions and defaults of its Subcontractors (and those of the employees and agents of its Subcontractors) relating to, or in any way connected with, the Services; and
- (d) must ensure any Subcontractor and any part of the Services provided by a Subcontractor complies with all Laws and all other standards which are required of the Consultant under this Agreement.

14.2 Subcontract provisions

Except as otherwise agreed by Riverview, any Subcontract entered into by the Consultant must:

- (a) include provisions substantially in accordance with this Agreement including the requirement to comply with all Laws and all other standards which are required of the Consultant under this Agreement; and
- (b) reserve such rights to Riverview as are secured to Riverview under this Agreement.

15 WORK HEALTH & SAFETY AND THE ENVIRONMENT

- (a) The Consultant must comply with:
 - (i) all WHS Legislation; and
 - (ii) the EHSMS and all reasonable Instructions of Riverview in relation to the EHSMS,

and ensure all Services are carried out in a manner which is safe and does not put the health and safety of persons at risk.
- (b) The Consultant must comply with its duty under the WHS Legislation to consult, cooperate and coordinate activities with all persons who have a work health and safety duty in relation to the same matter.
- (c) The Consultant must exercise a duty of good faith to Riverview in carrying out the Services to enable Riverview to discharge its duties under the WHS Legislation.
- (d) The obligations set out in this Agreement do not affect the Consultant's obligations under the WHS Legislation. If there is an inconsistency between this Agreement and the WHS Legislation, the WHS Legislation prevails.

16 PARTIES' LIABILITY UNDER STATUTE

16.1 Exclusion of operation

It is agreed, to the extent permitted by law, that:

- (a) the operation of the Proportionate Liability Legislation is excluded in relation to all rights, obligations and liabilities under this Agreement; and
- (b) without limiting the generality of clause 16.1, the rights, obligations and liabilities of the parties (including those relating to proportionate liability) are as specified in this Agreement and not otherwise,

whether those rights, obligations or liabilities are sought to be enforced as a breach of contract, a claim in tort or otherwise.

16.2 Consultant's sub-consultants

The Consultant must include in any contract it enters into with others for the carrying out of any part of the Services, provisions that, to the extent permitted by law, effectively exclude the operation of the Proportionate Liability Legislation in relation to all rights, obligations or liabilities under those contracts whether those rights, obligations or liabilities are sought to be enforced as a breach of contract, in tort or otherwise.

17 SECURITY OF PAYMENTS LAW AND CONTRACTORS DEBTS ACT

17.1 Application

This clause 17 applies if the Services are subject to the Security of Payments Law.

17.2 Notices and suspension

the Consultant must immediately:

- (a) give Riverview a copy of any notice that it receives:
 - (i) from any sub-consultant or sub-subcontractor under the Security of Payments Law; and
 - (ii) from any sub-subcontractor under the Contractors Debts Act, which sets out Riverview's name; and
- (b) notify Riverview if it becomes aware that a sub-consultant or sub-subcontractor is entitled to suspend services or has suspended the carrying out of its work/ services in connection with this Agreement under of the Security of Payments Law; and
- (c) ensure that any sub-subcontractor or sub-consultant gives Riverview a copy of any notice that it receives from any other person under the Security of Payment Law.

17.3 Payment Withholding Request

- (a) This clause 17.3 applies if the Jurisdiction is New South Wales.
- (b) If Riverview is served with a payment withholding request under Security of Payment Law by a sub-consultant or sub-subcontractor or any other party in connection with any work carried out or material supplied by the Consultant to Riverview forming part of the Services, and Riverview consequently retains money that is or becomes payable by Riverview to the Consultant under the Agreement:

- (i) Riverview is not in breach of its payment obligations under the Agreement as a result only of the retention of such money in such circumstances; and
- (ii) the Consultant waives its rights and releases Riverview from liability in respect of all losses or expenses of any nature suffered or incurred by the Consultant, and may not terminate, rescind or treat as repudiated the Agreement arising out of or in connection with Riverview retaining such money in such circumstances.

17.4 Payment of amounts outstanding by Riverview

- (a) If the Consultant has failed to pay an amount due and payable to a sub-subcontractor for services in connection with this Agreement, then Riverview may pay that amount and recover it from the Consultant as a debt due and payable by the Consultant to Riverview, including by setting off that amount against any amount that Riverview is liable to pay to the Consultant in relation to a Progress Claim or by recourse to the Security.
- (b) For the purpose of clause 17.4(a), 'due and payable' includes:
 - (i) any amount agreed by the Consultant as being due and payable as specified in a payment schedule (or similar formal documentation) issued by the Consultant to a sub-subcontractor (as applicable) in response to a claim for payment;
 - (ii) any amount payable by the Consultant to a sub-subcontractor in accordance with any applicable Security of Payments Law or the Contractors Debts Act which has not been paid by the Consultant within the time required by that Security of Payments Law or Contractors Debts Act; or
 - (iii) if an amount is in dispute, the amount determined to be due and payable following the final resolution or settlement of that dispute (including by way of compromise).

18 LEGISLATIVE REQUIREMENTS

18.1 Laws and other legal requirements

The Consultant must:

- (a) in carrying out the Services, comply with all relevant Laws; and
- (b) maintain any accreditation required to perform the Services.

18.2 Industrial relations

The Consultant must in carrying out the Services:

- (a) assume sole responsibility for and manage all aspects of industrial relations in relation to the Consultant's employees, consultants and other Subcontractors;
- (b) ensure that the rates of pay and conditions of employment specified in all relevant industrial awards, enterprise and project agreements and any

relevant statutory requirements, for all employees engaged by any person, are always observed in full;

- (c) keep Riverview fully informed of industrial relations problems or issues which affect or are likely to affect the carrying out of the Services; and
- (d) comply with all other requirements of this Agreement relating to industrial actions.

19 GST

Unless otherwise specified, the Parties acknowledge that any Consideration specified in this Agreement is exclusive of GST and that a party (**recipient**) providing that Consideration to the other party (**supplier**) for any Taxable Supply made by the supplier under this Agreement, must:

- (a) at the same time as the Consideration is provided for that supply;
- (b) but subject to the provision by the supplier to the recipient of a Tax Invoice for that supply;

pay to the supplier, an additional amount equal to the GST payable in respect of that supply, provided that:

- (c) where the recipient is required to reimburse or pay to the supplier, an amount calculated by reference to a cost, expense or other amount paid or incurred by the supplier, the amount of reimbursement or payment will be reduced by the amount of any input tax credits to which the supplier is entitled for the acquisition relating to that cost, expense or other amount.

20 ASSIGNMENT AND NOVATION

20.1 Assignment by Consultant

The Consultant:

- (a) must not assign, transfer, mortgage, charge or encumber any right or obligation under this Agreement without the prior written consent of Riverview, which consent Riverview may give or withhold in its absolute discretion; and
- (b) agrees that any such assignment, transfer, mortgage, charge or encumbrance will not operate to release or discharge the Consultant from any obligation or liability under this Agreement.

20.2 Assignment by Riverview

Riverview:

- (a) may assign, transfer, mortgage, charge or encumber any right or obligation under this Agreement without the prior consent of the Consultant; and
- (b) must notify the Consultant of any such action.

21 WORKPLACE GENDER EQUALITY ACT

- (a) This clause 21 applies only to the extent that the Consultant is a 'relevant employer' for the purposes of the Workplace Gender Equality Act 2012 (Cth) ('WGE Act').
- (b) The Consultant and its Subcontractors must comply with their obligations, if any, under the WGE Act.
- (c) If the Consultant becomes non-compliant with the WGE Act during the duration of this Agreement, the Consultant must notify Riverview.
- (d) If the duration of this Agreement exceeds 18 months, the Consultant must provide a current letter of compliance within 18 months from the date of this Agreement and following this, annually, to Riverview.
- (e) Compliance with the WGE Act does not relieve the Consultant from its responsibility to comply with its other obligations under this Agreement.

22 NO COLLUSIVE ARRANGEMENTS

- (a) The Consultant warrants that it has not engaged in any collusive or anti-competitive arrangement or understanding in connection with its tender for, or entry into, this Agreement.
- (b) Without limiting any other right or remedy, whether under this Agreement or otherwise, Riverview may recover from the Consultant the value of any payment or other benefit made directly or indirectly to an unsuccessful tenderer or a trade or industry association in breach of the warranty in clause 22(a).

23 PRIVACY

- (a) The Parties to this Agreement must:
 - (i) not do an act, or engage in a practice, that would breach a Territory Privacy Principle (set out in the Information Privacy Act 2014 (ACT)) if the act was done, or the practice was engaged in, by a public sector agency;
 - (ii) comply with the reasonable directions of the other Party in relation to the handling of any Personal Information that a Party holds or has held and used in connection with this Agreement; and
 - (iii) ensure that any subcontractor does not do such an act or engage in such a practice.
- (b) The Parties agree to immediately notify each other if they become aware of a breach or possible breach of any of the obligations under this clause 23.
- (c) This clause 23 survives the termination of this Agreement.

24 NON-DISCLOSURE OF CONFIDENTIAL TEXT

- (a) In giving effect to the principles of open and accountable government, Riverview may disclose documents and information unless it has otherwise

agreed, or is otherwise required under law, to keep the information confidential. In accordance with those principles, this Agreement may be a notifiable agreement under the Procurement Act and, if so, Riverview will be required to make the text of this Agreement available to the public, including by publication on a public contracts register.

- (b) Clause 24(c) will apply if Confidential Text is specified in the Agreement Details. The grounds on which the text is confidential are set out in the Agreement Details.
- (c) Except as provided in this Agreement, Riverview must not disclose Confidential Text to any person except to the extent that the Confidential Text is:
 - (i) text that the Consultant has requested to be kept confidential and the Consultant has given its prior written consent to the disclosure (which consent will not be unreasonably withheld);
 - (ii) required or authorised to be disclosed under law;
 - (iii) reasonably necessary for the enforcement of the criminal law;
 - (iv) disclosed to Riverview's solicitors, auditors, insurers or advisers;
 - (v) generally available to the public;
 - (vi) in the possession of Riverview without restriction in relation to disclosure before the date of receipt from the Consultant;
 - (vii) disclosed by the responsible Minister in reporting to the Legislative Assembly or its committees; or
 - (viii) disclosed to the ombudsman or for a purpose in relation to the protection of the public revenue.

25 DISPUTE RESOLUTION

- (a) If a dispute between the Parties arises in connection with this Agreement then either Party must give a written notice of dispute to the other identifying the dispute and providing details of it.
- (b) The Parties shall first try to resolve any dispute between them by direct negotiation in good faith.
- (c) If a dispute is not resolved by direct negotiation between the Parties within 21 days of receiving the notice of dispute, the Parties must endeavour to settle the dispute by mediation. Any such mediation will be conducted by a mediator independent of the Parties appointed by agreement of the Parties or, failing agreement within 28 days of receiving the notice of dispute, by a person appointed by the Resolution Institute.
- (d) The Mediation Rules of the Resolution Institute shall apply to the mediation.
- (e) Each Party agrees to bear its own costs of complying with this clause 25 and the Parties must bear equally the costs of any mediator engaged.

- (f) It is a condition precedent to the right of either Party to arbitrate or litigate the dispute that it has first complied with the mediation process referred to in this clause 25.

26 INDEMNITY

- (a) The Consultant indemnifies Riverview, its officers, employees and agents, against any liability, loss, damage, cost (including the cost of any settlement and legal costs and expenses on a solicitor and own client basis), compensation or expense suffered by Riverview or by its principal, the West Belconnen Joint Venture Participants, arising out of, or in connection with, any of the following:
 - (i) any failure of the Consultant to comply with its obligations under the D&BP Act;
 - (ii) any non-performance or breach of this Agreement by the Consultant; or
 - (iii) any unlawful, wilful or negligent act, or unlawful, wilful or negligent omission, of the Consultant its officers, employees, agents or Subcontractors related to the performance of the Services.
- (b) The Consultant's obligation to indemnify under this clause 26 is reduced to the extent that the liability, loss or damage was caused by Riverview's negligence.
- (c) This clause 26 survives the termination of this Agreement.

27 TERMINATION

27.1 Termination for Default

- (a) A Party ('Non-breaching Party') may in good faith terminate this Agreement if the other Party ('Breaching Party') breaches a provision of this Agreement and:
 - (i) the breach is capable of remedy, but continues for more than 10 Business Days after the Non-breaching Party gives written notice to the Breaching Party specifying the nature of the breach and directing the Breaching Party to remedy the breach; or
 - (ii) the breach is not capable of remedy, and the Breaching Party fails to pay reasonable compensation to the Non-breaching Party within 20 Business Days after the Non-breaching Party gives written notice to the Breaching Party requiring the Breaching Party to pay reasonable compensation for the loss incurred by the Non-breaching Party as a consequence of the breach.
- (b) Termination under this clause 27 does not change Riverview's payment obligations with respect to a correctly rendered Invoice provided in accordance with terms of this Agreement.

- (c) Without limitation, the rights and obligations under clauses 10, 11, 12, 16, 23, 24, 25 and 26 each survive any termination or expiry of this Agreement.

27.2 Termination for failure to comply with D&BP Act

Riverview may in good faith terminate this Agreement if the Consultant fails to maintain registration and be adequately insured in accordance with the D&BP Act and the provisions of clause 27.5 will apply.

27.3 Termination for insolvency

- (a) If an Insolvency Event occurs in respect of the Consultant, Riverview may, without prejudice to any other right of Riverview:
 - (i) immediately terminate this Agreement; or
 - (ii) take out of the Consultant's hands the whole or part of the Services remaining to be Completed and suspend payment until the completion of the Services that have been taken out, following which payment will be subject to any adjustment under clause 27.6.
- (b) If the Consultant is a corporation, a notice of termination under clause 27.3(a) does not take effect during any stay period relating to the Consultant.
- (c) In clause 27.3(b), **stay period** has the meaning given to that term in section 415D(2) of the Corporations Act 2001 (Cth) ('the Act') and includes:
 - (i) each of the meanings given to the term 'stay period' in sections 434J(2) and 451E(2) of the Act;
 - (ii) any period when a stay order (as defined in section 415F(2) of the Act) is in force in relation to the Consultant; and
 - (iii) any other period when a stay is in force in relation to the Consultant in accordance with Part 5.1, Part 5.2 or Division 17 of Part 5.3A of the Act.

27.4 Termination for Convenience

- (a) Riverview may terminate the Agreement without any reason, in whole or in part, by notifying the Consultant giving no less than 5 Business Days written notice.
- (b) Subject to compliance by the Consultant with its obligations under clause 27.5, upon a termination under clause 27.4(a), the Consultant:
 - (i) will be entitled to be paid by Riverview:
 - A. any amount already due to it (and not yet paid) under an Invoice submitted under clause 7.3;
 - B. a reasonable amount in respect of any work performed by it, prior to receipt of the termination notice under clause 27.4(a), which is not covered by any such Invoice; and
 - C. reasonable compensation for any costs and expenses directly incurred by it in relation to that termination (excluding, without limitation, loss of prospective income or

profits) provided that the amount of that compensation, together with any other amounts paid to the Consultant under this Agreement, must not exceed the Fee or the Upper Limit; but

- (ii) will not be entitled to payment or reimbursement in respect of any loss or damage other than set out in clause 27.4(b)(i) in respect of the termination including any amount in respect of the lost opportunity to:
 - A. earn a profit in respect of Services not performed at the date of termination; or
 - B. recover Disbursements which would have been generated under this Agreement but for it being terminated.

27.5 Consequence of Termination

If the Agreement is terminated under clause 27.1, 27.2, 27.4 or 27.4:

- (a) the Consultant must cease work in accordance with any notice;
- (b) all Services will terminate at the date of termination;
- (c) accrued rights and remedies of a Party will not be affected; and
- (d) each Party must take reasonable steps to minimise any loss arising from the termination.

27.6 Adjustment on completion of work taken out

When Services taken out of the Consultant's hands have been Completed, the difference between the cost thereby incurred and the amount which would otherwise have been paid to the Consultant if the Services had been Completed by the Consultant will be a debt due and payable by the Consultant to Riverview.

28 UNAVOIDABLE DELAY

A Party to this Agreement shall not be entitled to exercise its rights and remedies upon the default of the other Party if that default is caused by an act or event that:

- (a) is beyond the reasonable control of that other Party;
- (b) continues for less than one month; and
- (c) was not reasonably foreseeable at the time this Agreement was entered into.

29 NOTICES

29.1 Giving of notice

A notice or other communication required or permitted to be given by one Party to another under this Agreement must be in writing and:

- (a) delivered personally;
- (b) sent by pre-paid mail to:

- (i) the address of the addressee specified in this Agreement;
 - (ii) if a Party is a corporation, the registered office of the corporation; or
 - (iii) the address of the addressee specified in Items 18 or 19 or as may be specified by the addressee from time to time for the receipt of notices under this Agreement; or
- (c) sent by email to the email address of the addressee specified in this Agreement.

29.2 Service of notice

A notice or other communication under this Agreement is taken to have been given (unless otherwise proved):

- (a) if delivered personally, when delivered on a Business Day, or otherwise on the next Business Day;
- (b) if mailed, on the second Business Day after posting; or
- (c) if sent by email on the day of sending on a Business Day, or otherwise on the next Business Day.

29.3 Change of address

A Party may change its address or email address for service by giving notice of that change in writing to the other Parties.

30 GENERAL PROVISIONS

30.1 General provisions

- (a) The non-exercise of or delay in exercising any power or right of a Party does not operate as a waiver of that power or right, nor does any single exercise of a power or right preclude any other or further exercise of it or the exercise of any other power or right. A power or right may only be waived if that waiver is in writing and jointly signed by each Party.
- (b) This Agreement will bind the successors of each Party.
- (c) This Agreement may be executed in any number of counterparts and all of those counterparts taken together constitute one and the same instrument.
- (d) Each Party must pay their own costs of the preparation, negotiation, execution and carrying into effect of this Agreement.
- (e) Any variation of this Agreement must be in writing and signed by both Parties.
- (f) This Agreement is the entire agreement between the Parties in respect of its subject matter.
- (g) This Agreement is governed by the laws of the Australian Capital Territory. Each Party irrevocably submits to the non-exclusive jurisdiction of the courts of the Australian Capital Territory.

- (h) The signatories to this Agreement warrant that they have authority to bind their respective Party to this Agreement.

30.2 Continuing Indemnities and Survival of Indemnities

- (a) Each indemnity contained in this Agreement is a continuing obligation despite a settlement of account or the occurrence of any other thing, and remains fully effective until all money owing, contingently or otherwise, under an indemnity has been paid in full.
- (b) Each indemnity contained in Agreement:
 - (i) is an additional, separate and independent obligation and no one indemnity limits the generality of another indemnity; and
 - (ii) survives the termination of this Agreement.

30.3 Further assurance

Each Party will from time to time do all things (including executing all documents) necessary or desirable to carry out and give full effect to this Agreement and the rights and obligations of the Parties under it.

30.4 No merger

- (a) Nothing in this Agreement merges, extinguishes, postpones, lessens or otherwise prejudicially affects any right, power or remedy that a Party may have against another Party or any other person at any time.
- (b) The covenants, conditions and provisions of this Agreement which are capable of having effect after termination remain in full force and effect after the termination of this Agreement.

30.5 Severance

- (a) If a provision of this Agreement or a right or remedy of a Party under this Agreement is invalid or unenforceable in a particular jurisdiction:
 - (i) it is read down or severed in that jurisdiction only to the extent of the invalidity or unenforceability; and
 - (ii) it does not affect the validity or enforceability of that provision in another jurisdiction or the remaining provisions in any jurisdiction.
- (b) This clause 30.5 is not limited by any other provision of this Agreement in relation to severability, prohibition or enforceability.

30.6 Third Party Rights

- (a) Subject to clause 30.6(b), only the Parties have or are intended to have a right or remedy under this Agreement or obtain a benefit under it.
- (b) The Consultant acknowledges and agrees that Riverview may enforce a right or remedy owed to the West Belconnen Joint Venture Participants under this Agreement, as its agent.

30.7 Order of precedence

Where any ambiguity, discrepancy, or inconsistency arises between this Agreement and the Agreement Documents or within any of them, the ambiguity, discrepancy, or inconsistency is to be resolved according to the following descending order of precedence:

- (a) the Special Conditions (Schedule 4) which prevail over
- (b) the Agreement Conditions (including Schedule 1) which prevail over
- (c) the Schedules to this Agreement (other than Schedule 1 and Schedule 4) which prevail over
- (d) the Agreement Documents.

EXECUTED AS AN AGREEMENT

Riverview

Signed, sealed and delivered by **Stephen Phillip Harding** as Attorney for and on behalf of **Riverview Projects (ACT) Pty Limited ACN 165 870 539** in its capacity as agent for and on behalf of the West Belconnen Joint Venture Participants under Power of Attorney dated 30 July 2024 who at the time of signing has no knowledge of the revocation of the Power of Attorney:

Name of Attorney: Stephen Phillip
Harding
Signature of Attorney

Signature of Witness

Name of Witness in full

Address of Witness

The Consultant

by Click or tap here to enter text. in the)
presence of:)
)
)
)

Name: Click or tap here to enter text.

Signature of Witness

Name of Witness in full

Executed by Click or tap here to enter text.)
ACN Click or tap here to enter text.)
in accordance with section 127 of the)
Corporations Act 2001:)
)
)
)

Signature of Director/Secretary

Name: Click or tap here to enter text.

Signature of Director

Name: Click or tap here to enter text.

Executed by Click or tap here to enter text.)
ACN Click or tap here to enter text.)

in accordance with section 127 of the
Corporations Act 2001:

) Name: Click or tap here to enter text.
) Signature of Sole Director / Secretary
)
)

SCHEDULE 1 – AGREEMENT DETAILS

Item	Item Name	Detail
1.	Address for Riverview	Postal Address: PO Box 434, Kippax ACT 2816 Telephone: Click or tap here to enter text. E-mail: Click or tap here to enter text. Attention: Click or tap here to enter text.
2.	Consultant	Click or tap here to enter text. ACN Click or tap here to enter text. ABN Click or tap here to enter text.
3.	Address for Consultant	Postal Address: Click or tap here to enter text. Telephone: Click or tap here to enter text. E-mail: Click or tap here to enter text. Attention: Click or tap here to enter text.
4.	Project	Click or tap here to enter text.
5.	Stages (Clauses 1.1 and 2.4(a))	Are the Services to be staged? Choose an item. If Yes, list Stages: Click or tap here to enter text.
6.	Milestones (Clauses 1.1 and 2.4(b))	Do Milestones apply? Choose an item. [Note: see the definition of ‘Milestone’ in clause 1.1. See also clauses 2.4(b) and 7.9(c).] [Note: Insert details of Milestones (if any) below.] Click or tap here to enter text.
7.	Start Date (Clauses 1.1 and 2.1)	Click or tap here to enter text.
8.	Date for Completion (Clauses 1.1 and 2.3)	Click or tap here to enter text.
9.	The Fee (Clauses 1.1 and 7.1)	

	a) Lump sum/hourly rates (Clauses 1.1 and 7.1)	The Fees comprise: Choose an item.	
	b) Lump sum (Clause 7.1)	\$Click or tap here to enter text. (excl. GST) If Item 5 indicates that the Services are to be staged, the above Lump Sum comprises the following amounts for each Stage Choose a building block.	
	c) Hourly rates (Clauses 7.1 and 9(d)(i))	Position	Rates (excl. GST)
	[Note: these rates apply in calculating: the Fees (if Item 9a) above indicates that the Fees are wholly or partly based on hourly rates) <u>and</u> any Fees adjustment for a Variation]	Click or tap here to enter text.	\$Click or tap here to enter text.
10.	Upper Limit (Clause 7.2)	Does an Upper Limit apply to the Fee and Disbursements? Choose an item. If yes, what is the Upper Limit? \$Click or tap here to enter text.	
11.	Payment Details		
	a) Invoice Dates (Clauses 1.1 and 7.2)	Each Invoice Date will be: <ul style="list-style-type: none"> If Item 6 sets out Milestones, the date when the Consultant has Completed the relevant portion of the Services, corresponding with the applicable Milestone. Otherwise, the 25th day of each month or where any of those days is not a Business Day, the last preceding Business Day. 	
	b) Payment by Riverview (Clause 7.5)	The Invoice is payable by Riverview by the date that is 30 days from the end of the month when the relevant Invoice was submitted.	

12.	Site (Clause 1.1)	The site of the Ginninderry development in the Australian Capital Territory	
13.	Riverview's Representative (Clauses 1.1 and 13.2)	Name: Click or tap here to enter text. Title: Click or tap here to enter text. Phone: Click or tap here to enter text. Email: Click or tap here to enter text.	
14.	Consultant's Representative (Clauses 1.1 and 13.1)	Name: Click or tap here to enter text. Title: Click or tap here to enter text. Phone: Click or tap here to enter text. Email: Click or tap here to enter text.	
15.	Key People (Clauses 1.1 and 13.3)	Key Person	Position
		Click or tap here to enter text.	Click or tap here to enter text.
16.	Public Liability Insurance (Clause 6)	Cover of \$20,000,000.00 for any one occurrence. If nothing stated, \$20,000,000.	
17.	Professional indemnity insurance (Clause 6)	Cover of \$10,000,000.00 for any one occurrence. If nothing stated, \$10,000,000.	
18.	Service of notices on Riverview (Clause 28)	Riverview: Click or tap here to enter text. Postal Address: Click or tap here to enter text. Fax: Click or tap here to enter text. Attention: Click or tap here to enter text.	
19.	Service of notices on Consultant (Clause 28)	Consultant: Click or tap here to enter text. Postal Address: Click or tap here to enter text. E-mail: Click or tap here to enter text. Attention: Click or tap here to enter text.	
20.	Special Conditions (Clauses 4.3 and Schedule 4)	Do Special Conditions apply to this Agreement? Choose an item.	

21.	Agreement Documents (Clauses 1.1 and 30.7(d))	The Agreement Documents to be supplied by Riverview are as follows: Click or tap here to enter text. and as otherwise set out in the following document transmittal: Click or tap here to enter text.
22.	IP Licence Purpose (clauses 1.1 and 11)	Click or tap here to enter text.
23.	Confidential Text (Clause 24)	Click or tap here to enter text.
24.	Permitted Disclosure (Clause 10)	Choose a building block.
25.	Copyright Works (Clauses 1.1 and 12)	The Design Documentation (if any) Click or tap here to enter text.
26.	Time for review (See Special Conditions (if any))	Click or tap here to enter text. days of receipt of the submission of the Design Documentation from the Consultant. If nothing stated, 20 Business Days.
27.	Services Program (Clauses 1.1 and 4.7)	Who is responsible for preparing the Services Program? Choose an item.
28.	Jurisdiction (Clause 1.1)	Choose an item.

SCHEDULE 2 – PROJECT BRIEF (INCLUDING SCOPE OF SERVICES)

Choose an item.

[Note:

- insert detailed description of the Services here or attach details.
- If pursuant to clause 7.1(e)(ii), the Fees comprise a combination of lump sum and hourly rates, this Schedule 2 should separately specify those Services to which hourly rates apply (as referred to in clause 7.1(d)(iii) and specified in Item 9c)).
- if the Special Conditions specify that the Services include contract administration services, a description of such services should be included in this Schedule.
- if the Consultant is being engaged to prepare a 'Regulated Design', or undertake 'Professional Engineering Work' or 'Specialist Work' this scope of work should include a requirement for the Consultant to provide Design Compliance Declarations in accordance with the D&BP Act and the D&BP Regulations which state:
 - that the Regulated Designs provided as part of the Services comply with the requirements of the Building Code of Australia and any other requirements or matters prescribed by the D&BP Regulations for the purpose of section 8(a) of the D&BP Act; and
 - whether or not other standards, codes or requirements have been applied in preparing the design;
 - (if a builder is to undertake the works on a construct-only basis) design drawings to the 'issued for construction' standard; and
 - (if the Consultant is to be engaged by, or novated to, a builder) a list of persons who provided the Services and identifying the work done by each person, and any other documents relevant to the Services that are required under section 17(6) of the D&BP Act

Click or tap here to enter text.

SCHEDULE 3 – STATUTORY DECLARATION (ACT)

I, Click or tap here to enter text. of Click or tap here to enter text., Click or tap here to enter text. make the following declaration under the Statutory Declarations Act 1959:

1. I am the Click or tap here to enter text. for Click or tap here to enter text. ACN Click or tap here to enter text. (**'Consultant'**) in relation to the Services carried out by the Consultant for Riverview Projects (ACT) Pty Limited ACN 165 870 539

(**'Riverview'**) under the Professional Services Agreement (**'this Agreement'**) and I have the knowledge and authority to make this declaration on behalf of the Consultant.

2. I confirm that:

- a. all amounts due by the Consultant to its subcontractors or employees in respect of the Services under this Agreement have been paid;
- b. all amounts payable pursuant to any relevant award, determination, judgment or order of any competent court, board, commission or other industrial tribunal have been paid;
- c. all amounts pursuant to any relevant industrial agreement that is in force in the Australian Capital Territory and to the latest date at which such wages and allowances are payable, have been paid;
- d. all insurances required under the Agreement are current and all premiums have been paid on the date of the drawdown;
- e. to the extent they apply to the Services, the Consultant has complied with its obligations under the following:
 - i. *Building Act 2004* (ACT);
 - ii. Code for the Tendering and Performance of Building Work 2016;
 - iii. WHS Legislation (as applicable in the ACT);
 - iv. Building Code of Australia (if applicable); and
 - v. all other relevant legislation;
- f. the Services are in compliance with the Scope of Services and the terms of the Agreement; and
- g. the Consultant, to the best of its knowledge and belief, is not in breach of its obligations under the Agreement.

3. This statutory declaration is made as a condition precedent to payment of Invoice dated

I understand that a person who intentionally makes a false statement in a statutory declaration is guilty of an offence under section 11 of the Statutory Declarations Act 1959, and I believe that the statements in this declaration are true in every particular.

Declared at _____)

on this _____ day of _____)

)

before me: _____)

Click or tap here to enter text.

Witness

Name

Qualification

Address

Note 1: A person who intentionally makes a false statement in a statutory declaration is guilty of an offence, the punishment for which is imprisonment for a term of 4 years — see section 11 of the Statutory Declarations Act 1959.

Note 2: Chapter 2 of the Criminal Code applies to all offences against the Statutory Declarations Act 1959 — see section 5A of the Statutory Declarations Act 1959.

Please note the persons who are authorised to witness a statutory declaration are prescribed under the Statutory Declarations Act 1959 (Cth). For your reference, here is a list of some of the persons who can witness a statutory declaration:

- Persons who are currently licensed or registered to practise in one of the following occupations:
 - Chiropractor
 - Dentist
 - Legal practitioner
 - Medical practitioner
 - Nurse
 - Optometrist
 - Pharmacist
 - Physiotherapist

- Veterinary surgeon
- Judge of a court
- Justice of the Peace
- Notary Public
- Police officer
- Registrar, or deputy registrar of a court
- Permanent employee of the Commonwealth, State or Territory with 5 or more years of continuous service
- Permanent employee of the Australian Postal Corporation with 5 or more years of continuous service who is employed in an office supplying postal services to the public
- Member of the Institute of Chartered Accountants in Australia, the Australian Society of Certified Practising Accountants or the National Institute of Accountants
- Teacher employed on a full-time basis at a school or tertiary education institution
- Bank officer, building society officer, or credit union officer with 5 or more continuous years of service

STATUTORY DECLARATION

I, [Click or tap here to enter text.](#) of [Click or tap here to enter text.](#), [Click or tap here to enter text.](#) do solemnly and sincerely declare that:

1. I am the [Click or tap here to enter text.](#) for [Click or tap here to enter text.](#) (**‘the Consultant’**) in relation to the Services carried out by the Consultant under the Professional Services Agreement between Riverview Projects (ACT) Pty Limited ACN 165 870 539 (**‘Riverview’**) and the Consultant (**‘this Agreement’**) and have authority to make this declaration on behalf of the Consultant.

2. I confirm that:
 - (a) all amounts due by the Consultant to its sub-subcontractors or employees in respect of the Services under this Agreement have been paid;
 - (b) all amounts payable pursuant to any relevant award, determination, judgment or order of any competent court, board, commission or other industrial tribunal have been paid;
 - (c) all amounts pursuant to any relevant industrial agreement that is in force in New South Wales and to the latest date at which such wages and allowances are payable have been paid;
 - (d) all insurances required under the Agreement are current and all premiums have been paid on the date of the drawdown;
 - (e) to the extent applicable to the Services, the Consultant has complied with its obligations under the:
 - i. WHS Legislation (as applicable in NSW)
 - ii. *Design and Building Practitioners Act*;
 - iii. Code for the Tendering and Performance of Building Work 2016 (if applicable);
 - iv. Security of Payments Law;
 - v. *Contractors Debts Act*;
 - vi. Australian Standards;
 - vii. Building Code of Australia; and

- viii. all other relevant legislation;
 - (f) the Consultant, to the best of its knowledge and belief, is not in breach of its obligations under the Agreement.
3. This statutory declaration is made as a condition precedent to payment of Tax Invoice ____ dated ____/____/____.

I make this solemn declaration by virtue of the *Oaths Act 1900* as amended and subject to the penalties provided by that Act for the making of false statements in statutory declarations, conscientiously believing that the statements contained in this declaration to be true in every particular.

Declared at)
 Click or tap here to enter text.)
 on this Click or tap here to enter text.)
 day of Click or tap here to enter text.)
 in the presence of:)

Click or tap here to enter text.

in the presence of an authorised witness, who states:

I, , a ,
 [name of authorised witness] [qualification of authorised witness]

certify the following matters concerning the making of this statutory declaration by the person who made it: [* please cross out any text that does not apply]

*I saw the face of the person *OR* *I did not see the face of the person because the person was wearing a face covering, but I am satisfied that the person had a special justification¹ for not removing the covering, and

¹ The only "special justification" for not removing a face covering is a legitimate medical reason (at September 2018)

*I have known the person for at least 12 months OR *I have confirmed the person's identity using an identification document and the document I relied on was

.....

[describe identification document relied on]

.....

[signature of authorised witness]

[date]

SCHEDULE 4 - SPECIAL CONDITIONS

[Note: insert or attach Special Conditions e.g. design obligations for design consultants]

Choose an item.

Click or tap here to enter text.

SCHEDULE 5 – PROVISIONAL SUMS

Provisional Sums

Item	Provisional Sum (exclusive of GST)
Click or tap here to enter text.	\$ Click or tap here to enter text.
Click or tap here to enter text.	\$ Click or tap here to enter text.
Click or tap here to enter text.	\$ Click or tap here to enter text.
Click or tap here to enter text.	\$ Click or tap here to enter text.
Click or tap here to enter text.	\$ Click or tap here to enter text.
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