

# Agreed delivery arrangement

## Combination of a Financial Settlement Offset and Proponent-Driven Offset – staged delivery

Between the **Administering Agency**, the **Entity** and the **Offset Landowner**

### Instructions to the Entity:

1. This agreement is for a combination of a **Proponent-Driven Offset** and a **Financial Settlement Offset**.
2. This agreement is where the combination of a **Proponent-Driven Offset** and a **Financial Settlement Offset** is for a staged delivery. For a combination that is not for staged deliveries, please use the agreed delivery arrangement titled 'Combination of a Proponent-Driven Offset and a Financial Settlement Offset – no staged delivery'.
3. Electronically complete 'Schedule 1 – Agreement details' on page 2 of this agreement.
4. Print three copies of this agreement. If the **Entity** and/or **Offset Landowner** is more than one entity, print additional copies so that there are enough copies to distribute to each entity (for example, if the **Offset Landowner** consists of two entities, print four copies of the agreement).
5. Sign each copy on the Signing Pages on page 18 (and page 19 if there is more than one entity who is the **Entity**) in accordance with the Instructions to the **Entity** on pages 18 and 19.
6. Liaise with the **Offset Landowner** to have the **Offset Landowner** sign each copy on page 20 (and page 21 if there is more than one entity who is the **Offset Landowner**) in accordance with the Instructions to the **Offset Landowner** on pages 20 and 21.
7. Deliver all the signed copies of this agreement to the officer named at the top of the **Notice of Decision**.

## Schedule 1 – Agreement details *(for the Entity to complete)*

Item 1      **Environmental Offset  
Application Number**

Insert the environmental offset application number shown on the **Notice of Decision**

Item 2      **Entity**

Insert the name/s of the entity/entities. This is the entity that made the environmental offset delivery application by way of being described in the 'contact details' panel of the City of Gold Coast Application for environmental offsets form. If the Entity comprises of more than one entity, each entity must be listed.

Item 3      **Entity's Notice Details**

Insert the notice details of the **Entity/Entities**. For a corporation, this will be the corporation's registered office. For an individual, this will be the individual's residential street address. If the **Entity** comprises of more than one entity, each **Entity's** notice details must be listed.

Item 4      **Notice of Decision**

Insert the date of the notice of decision given by the **Administering Agency** for the **Environmental Offset Application Number**.

Item 5      **Offset Landowner**

Insert the name/s of the offset landowner/s. This is the entity/entities that own the **Offset Land**. If the **Offset Landowner** comprises of more than one entity, each entity must be listed.

Item 6      **Offset Landowner's  
Notice Details**

Insert the notice details of the **Offset Landowner/s**. For a corporation, this will be the corporation's registered office. For an individual, this will be the individual's residential street address. If the **Offset Landowner** comprises of more than one entity, each **Offset Landowner's** notice details must be listed.

# Agreed delivery arrangement

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## Details

### Date

If executed in counterparts, the date of this Agreement is the date of latest execution.

### Parties

The parties to this agreement are the **Entity**, the **Administering Agency** and the **Offset Landowner**.

### Notice details

- A The notice details of the **Entity** are the notice details in **Item 3 of Schedule 1**.
- B The notice details of the **Offset Landowner** are the notice details in **Item 6 of Schedule 1**.
- C Unless otherwise specified in this agreement, the notice details of the **Administering Agency** are as follows:  
  
135 Bundall Road, Bundall Qld 4217  
Attention: Chief Executive Officer

## Background

- A The **Authority** includes the **Authority Offset Condition** which allows staged delivery of the **Authority Offset Condition**.
- B The **Entity** has given the **Administering Agency** the **Notice of Election** and the **Offset Delivery Plan** for the **Relevant Stages**.
- C The **Administering Agency** has given the **Notice of Decision** to the **Entity** which requires the **Entity** to enter into an agreed delivery arrangement about the delivery of the **Authority Offset Condition**.
- D Pursuant to the **Notice of Decision**, part of the **Authority Offset Condition** is to be delivered on land owned by the **Offset Landowner**.
- E This is the agreed delivery arrangement.

# Agreed terms

## 1. Defined terms & interpretation

### 1.1 Defined terms

In this agreement:

**Administering Agency** means Council of the City of Gold Coast.

**Agreed Proponent-Driven Offset** means the **Proponent-Driven Offset** described in the **Notice of Decision**, which is part of the **Combination**.

**Assignee** means the person being assigned the agreement pursuant to clause 10.

**Authority** means the development approval specified in the **Notice of Decision**.

**Authority Offset Condition** means the **Offset Condition** specified in the **Notice of Decision**.

**Business Day** has the meaning given in the *Acts Interpretation Act 1954* for the **Administering Agency's** local government area.

**Change** means a change to the **Authority** made pursuant to, and in accordance with **Planning Act**.

**Chief Executive Officer** means the Chief Executive Officer of the **Administering Agency** or delegate.

**Combination** means the delivery of the **Agreed Proponent-Driven Offset** and the payment of the **Financial Settlement Offset Amount** which is the way in which the **Entity** is to deliver the **Authority Offset Condition** pursuant to the **Notice of Decision**.

**Commencement Date** means the commencement of this agreement pursuant to clause 2.3.

**CPI** means the Consumer Price Index.

**Entity** means the person described in **Item 2 of Schedule 1**.

**Environmental Offset** has the meaning given under the **EO Act**.

**Environmental Offset Application Number** is the number described in **Item 1 of Schedule 1**.

**EO Act** means the *Environmental Offsets Act 2014*.

**Financial Settlement Offset** has the meaning given by the **EO Act**.

**Financial Settlement Offset Amount** means the amount recorded in 'Part A – Offset Calculator Results' as the total financial offset requirement rounded to the nearest dollar on 'Environmental Offsets Delivery Form 4 – Financial Settlement Details' in the **Notice of Election** for the **Relevant Stages**, subject to any requirement in the **Notice of Decision** for the **Environmental Offset** to be delivered in a different way, which is part of the **Combination**.

**Force Majeure** means an event:

- (a) being a decree of the Commonwealth Government or the State Government, an act of God, industrial disturbance, act of public enemy, war, international blockade, public riot, lightning, flood, earthquake, fire, storm or other event whether of a kind herein specified or otherwise; and

- (b) which is not within the control of the party claiming Force Majeure; and
- (c) which could not have been prevented by the exercise by that person of a standard of foresight, care and diligence consistent with that of a prudent and competent person under the circumstances.

**Impact Area** means the area that the development the subject of the **Authority** will have a **Significant Residual Impact** on, as identified in the **Authority Offset Condition**.

**Land** means the land specified in the property description and property location in the **Notice of Decision**.

**Material Change of Use** has the meaning given under **Planning Act**.

**Notice of Decision** means the notice given by the **Administering Agency** to the **Entity** pursuant to section 19(3) of the **EO Act** which states that the way in which the **Entity** is required to deliver the **Environmental Offset** is by way of a combination of a **Proponent-Driven Offset** and a **Financial Settlement Offset**, which is identified in **Item 4** of **Schedule 1**.

**Notice of Election** means the notice given by the **Entity** to the **Administering Agency** pursuant to section 18 of the **EO Act** which elects to deliver the **Offset Condition** by way of a **Combination**, namely:

- (a) Environmental Offsets Delivery Form 1 – Notice of Election and Advanced Offset Details;
- (b) Environmental Offsets Delivery Form 2 – Offset Delivery Plan Details;
- (c) Environmental Offsets Delivery Form 3 – Offset Area Details;
- (d) Environmental Offsets Delivery Form 4 – Financial Settlement Details; and
- (e) Environmental Offsets Delivery Form 6 – Staged Offset Details

which is specified in the **Notice of Decision**.

**Offset Condition** has the meaning given in the **EO Act**.

**Offset Delivery Plan** means the offset delivery plan specified in the **Notice of Decision**, subject to any requirements in the **Notice of Decision**.

**Offset Land** means the land specified in the 'Offset land description' and 'Offset land address' in the **Notice of Decision**.

**Offset Landowner** means the entity that owns the **Offset Land**.

**Operational Work** has the meaning given under **Planning Act**.

**Owner** has the meaning given under **Planning Act**.

**Planning Act** means the *Planning Act 2016 (Qld)*

**Prescribed Activity** has the meaning given by the **EO Act**.

**Prescribed Environmental Matter** has the meaning given by the **EO Act**.

**Proponent-Driven Offset** has the meaning given by the **EO Act**.

**Proposed Recalculated Financial Settlement Offset Amount** means the amount identified in the standard form 'Application to recalculate/refund/credit Financial Settlement Offset Amount'.

**Recalculated Financial Settlement Offset Amount** means the value of the recalculated financial settlement offset amount (rounded to the nearest dollar) identified in a notice given by the **Administering Agency** to the **Entity** pursuant to clause 9(b)(ii) confirming that the **Administering Agency** agrees that the **Proposed Recalculated Financial Settlement Offset Amount** has been correctly calculated.

**Reconfiguring a Lot** has the meaning given under **Planning Act**.

**Relevant Stages** means the stage/s identified in Part B of the 'Environmental Offsets Delivery Form 1 – Notice of Election and Advanced Offset Details' in the field 'Offset Stage Number (where applicable)' which is in the **Notice of Election**.

**Remaining Stages** means any stage approved by the **Authority** to be carried out after the **Relevant Stages**.

**Significant Residual Impact** has the meaning given in the **EO Act**.

**Sell** includes transfer, lease, licence, part with possession, dispose of, or alienate and "Sale" has the corresponding meaning.

## 1.2 Interpretation

In this agreement, unless a contrary intention appears, reference to:

- (a) A clause is to a clause in this agreement.
- (b) The singular includes the plural and vice versa.
- (c) Any gender includes all other genders.
- (d) A person includes a firm, a corporation, an association and a body, whether incorporated or not and a government or statutory body or authority.
- (e) Legislation (including subordinate legislation) includes:
  - (i) statutory instruments under the legislation; and
  - (ii) consolidations, amendments, re-enactments or replacements of the legislation; and
  - (iii) writing includes any mode of representing or reproducing words in tangible and permanently visible form and includes facsimile transmission; and
  - (iv) this or any other agreement includes the agreement as varied or replaced and is not affected by any change in the identity of the parties; and
  - (v) a day is to a business day.
- (f) The clause headings appearing in this agreement are inserted for convenience of reference and do not affect the construction of this agreement.
- (g) If any words are italicised or otherwise printed differently, this has been done for convenience only and does not affect the construction of this agreement.
- (h) Whenever more persons than one constitute a party all the covenants, agreements, conditions, restrictions and provisos on the part of that party contained or implied in this agreement bind those persons jointly and each of them severally.
- (i) This agreement is in all respects to be interpreted in accordance with the laws of the State of Queensland, and the parties irrevocably and unconditionally submit to the non-exclusive



jurisdiction of the courts of that state and any courts which have jurisdiction to hear appeals from them, and waive any right to object to proceedings being brought in those courts.

- (j) Nothing contained in this agreement affects, prejudices or derogates from the requirements of any statute or from the rights, powers and authorities of the **Administering Agency** under the provisions of any statute or under any declared policy of the **Administering Agency**.
- (k) An inclusive definition, or an example or particularisation of a provision, does not limit but may extend that definition or provision.
- (l) Where a word or expression is defined, other parts of speech and grammatical forms of that word or expression have a corresponding definition.
- (m) All schedules to this agreement form part of this agreement and a reference to an item is a reference to an item in the **schedule**.

### 1.3 Other expressions

If a term is not defined in this agreement it shall unless the context otherwise requires, have the meaning given to it by:

- (a) the **EO Act**; or
- (b) the Macquarie Dictionary in the absence of a definition in the **EO Act**.

## 2. Acknowledgments

### 2.1 Application of the EO Act

This agreement is intended to constitute an agreed delivery arrangement under section 19(4) of the **EO Act**.

### 2.2 Authority Offset Condition attaching to the land

- (a) The parties acknowledge that this agreement gives effect to an agreement reached between the **Administering Agency** and the **Entity** about the delivery of the **Authority Offset Condition**.
- (b) The parties acknowledge that the **Authority** attaches to the **Land** and binds the **Owner** and the **Owner's** successors in title and any occupier of the **Land** pursuant to section 73 of **Planning Act**.

### 2.3 Commencement

This agreement commences on the date the last party executes this agreement.

### 2.4 Future Offset Conditions

- (a) The parties acknowledge and agree that:
  - (i) the **Combination** is in respect of the **Impact Area** identified in the **Authority Offset Condition**; and
  - (ii) in the event that a **Change** to the **Authority** is requested and made which has the effect of changing the **Impact Area**, the **Administering Agency** is not restrained from doing either of the following when the **Administering Agency** changes the **Authority**:
    - (A) imposing a new **Offset Condition** to reflect the changed **Impact Area**; or

(B) changing the **Authority Offset Condition** to reflect the changed **Impact Area**.

(b) If the **Administering Agency** carries out any of the actions in clause 2.4(a)(ii), the parties acknowledge and agree to amend this agreement so that the **Combination** is amended so that it is for the changed **Impact Area**.

### 3. Obligations of the parties

#### 3.1 Entity's obligations

The **Entity** must:

- (a) deliver the **Agreed Proponent-Driven Offset** in accordance with clause 4;
- (b) pay the **Financial Settlement Offset Amount** in accordance with clause 8; and
- (c) otherwise comply with the terms of this agreement.

#### 3.2 Administering Agency's obligations

The **Administering Agency** must comply with the terms of this agreement.

#### 3.3 Offset Landowner's obligations

The **Offset Landowner** must:

- (a) allow the **Agreed Proponent-Driven Offset** to be delivered on the **Offset Land** in accordance with clause 5;
- (b) if clause 6 applies, make the application referred to in clause 6(b); and
- (c) otherwise comply with the terms of this agreement.

### 4. Delivery of the Proponent-Driven Offset

- (a) The **Entity** must carry out all necessary actions and work to deliver the **Agreed Proponent-Driven Offset** in the way specified in the **Offset Delivery Plan**.
- (b) The parties acknowledge and agree that the **Entity** is responsible for all costs and ongoing responsibilities for the delivery of the **Agreed Proponent-Driven Offset** pursuant to the **Offset Delivery Plan**.

### 5. Consent to using Offset Land for the Agreed Proponent-Driven Offset

- (a) The **Offset Landowner** acknowledges that the **Offset Delivery Plan** specifies actions and work to be carried out on the **Offset Land** by the **Entity** to allow the **Agreed Proponent-Driven Offset** to be delivered in accordance with this agreement.
- (b) The **Offset Landowner** agrees:
  - (i) to allow the actions and work specified in the **Offset Delivery Plan** to be carried out on the **Offset Land** by the **Entity** in accordance with the terms of this agreement, so that the **Agreed Proponent-Driven Offset** can be delivered;
  - (ii) to comply with and carry out any actions or work required to be carried out by the **Offset Landowner** in the **Offset Delivery Plan**; and

- (iii) that it will not seek to restrain, prevent or hinder the **Entity** from carrying out the actions and work specified in the **Offset Delivery Plan** on the **Offset Land**.

## 6. Dealing with advanced offsets

- (a) This clause applies in the event that the **Offset Land** is registered as an advanced offset in the register kept by the **Administering Agency** under section 90 of the **EO Act**.
- (b) Within 10 **Business Days** of the **Commencement Date**, the **Offset Landowner** must make an application pursuant to section 14(6) of the *Environmental Offsets Regulation 2014* to the **Administering Agency** (as decision-maker) for the **Offset Land** to no longer be identified as an advanced offset and to be removed from the register.

## 7. When obligation to deliver the Agreed Proponent-Driven Offset ceases

The parties agree that the obligation on the **Entity** in clause 4 to deliver the **Agreed Proponent-Driven Offset** will cease to have effect once the **Chief Executive Officer** of the **Administering Agency** has given written notification that:

- (a) the actions and obligations of the **Offset Delivery Plan** have been completed in full; and
- (b) the **Agreed Proponent-Driven Offset** has been secured for at least the same duration as the impact on the **Prescribed Environmental Matter** arising from the **Prescribed Activity**.

## 8. Payment of the Financial Settlement Offset Amount

- (a) The **Entity** must pay the **Financial Settlement Offset Amount** (subject to clause 9) to the **Administering Agency** before the earlier of the following events:
  - (i) any **Operational Work** commencing on the portion of the **Land** that the **Relevant Stages** apply to;
  - (ii) a request for approval for any subdivision plan for **Reconfiguring a Lot** for the portion of the **Land** that the **Relevant Stages** apply to; and
  - (iii) the first **Material Change of Use** starting on the **Land** that the **Relevant Stages** apply to.
- (b) Payment of the **Financial Settlement Offset Amount** must:
  - (i) be made:
    - (A) by bank cheque, debit card (from a savings or cheque account), credit card, up to the amount of \$50,000 (credit card payments will incur a surcharge), or cash at a customer service centre of the **Administering Agency**; or
    - (B) by bank cheque by post to PO Box 5042, Gold Coast MC, QLD 9729;
  - (ii) if made by bank cheque:
    - (A) describe the payee in the terms specified in the **Notice of Decision**; and
    - (B) not be a post-dated bank cheque;
  - (iii) be in Australian currency.

- (c) Upon the **Administering Agency** providing a receipt to the **Entity** for the entire **Financial Settlement Offset Amount**, the obligation under this agreement for the **Entity** to pay the **Financial Settlement Offset Amount** will be satisfied.

## 9. Recalculation of the Financial Settlement Offset Amount

- (a) The parties acknowledge that where the time of payment of the **Financial Settlement Offset Amount** is 18 months or more after the **Commencement Date**, section 2.4.2 of the Queensland Environmental Offsets Policy (Version 1.1) requires that the **Financial Settlement Offset Amount** will need to be recalculated using the financial settlement offset calculator to account for fluctuations in **CPI**.
- (b) The parties agree that if the time of payment of the **Financial Settlement Offset Amount** (pursuant to clause 8) is 18 months or more after the **Commencement Date**, then prior to payment of the **Financial Settlement Offset Amount**:
- (i) the **Entity** will complete and provide to the **Administering Agency** the standard form 'Application to recalculate/refund/credit Financial Settlement Offset Amount', which will attach the environmental offsets calculator results email and the environmental offsets calculator results email attachment (offset-data.csv) and identify the **Proposed Recalculated Financial Settlement Offset Amount**;
  - (ii) the **Administering Agency** will provide a notice to the **Entity** confirming whether it is of the view that the details inputted into the environmental offsets calculator to generate the **Proposed Recalculated Financial Settlement Offset Amount** are correct; and
  - (iii) if the **Administering Agency** identifies an error in the details input into the environmental offsets calculator, then:
    - (A) the notice referred to in clause 9(b)(ii) must identify the error in the details input into the environmental offsets calculator;
    - (B) the **Entity** must recalculate the **Proposed Recalculated Financial Settlement Offset Amount** (by rectifying the error in the details inputted into the environmental offsets calculator) and complete and provide to the **Administering Agency** the standard form 'Application to recalculate/refund/credit Financial Settlement Offset Amount'; and
    - (C) the **Administering Agency** will provide a notice to the **Entity** referred to in clause 9(b)(ii).
- (c) The parties agree that:
- (i) the **Recalculated Financial Settlement Offset Amount** replaces the **Financial Settlement Offset Amount**; and
  - (ii) a reference to the **Financial Settlement Offset Amount** in clause 8 of this agreement is a reference to the **Recalculated Financial Settlement Offset Amount** without any further amendment being required to be made to this agreement.

## 10. Assignment by Entity

### 10.1 Restriction on assignment

The **Entity** shall not, either absolutely or by way of security, assign its interests, rights or obligations under this agreement prior to the performance and fulfillment of the **Entity's** obligations under this agreement without:

- (a) the prior consent of the **Administering Agency** in writing signed by the **Chief Executive Officer** of the **Administering Agency**; and
- (b) the **Assignee** having entered into a deed of novation of this document with the **Administering Agency**, on terms reasonably acceptable to the **Administering Agency**, whereby the **Assignee** becomes contractually bound to the **Administering Agency** to perform and fulfill the provisions of this document or such of them as remain unperformed or unfulfilled by the **Entity** at the time of such assignment.

### 10.2 Restriction on the right to refuse

The **Administering Agency** may, in its absolute discretion, withhold its consent to the assignment.

### 10.3 Conditions of the consent

If the **Administering Agency** grants its consent, the **Administering Agency** may impose conditions for the giving of such consent which are not inconsistent with the provisions of this agreement.

### 10.4 Entity to remain liable

In the event of an assignment being made other than in accordance with this clause 10, then the **Entity** shall perform and fulfill such of its obligations under this document as have not been performed in accordance with any necessary timeframes in this agreement.

## 11. Assignment by Offset Landowner and novation of agreement

### 11.1 Restriction on the right to sell the Offset Land

The **Offset Landowner** shall not **Sell** the **Offset Land** prior to the performance and fulfillment of the **Entity's** obligations and the **Offset Landowner's** obligations under this agreement except subject to the condition that the purchaser shall enter into a deed of novation of this document with the **Administering Agency**, on terms reasonably acceptable to the **Administering Agency**, whereby the purchaser becomes contractually bound to the **Administering Agency** to perform and fulfill the provisions of this agreement or such of them as remain unperformed or unfulfilled by the **Entity's** obligations and the **Offset Landowner's** obligations at the time of such **Sale**.

### 11.2 Restriction on assignment

Subject to clause 11.1, the **Offset Land Owner** shall not, either absolutely or by way of security, assign its interests, rights or obligations under this agreement without the prior consent of the **Administering Agency** in writing signed by the **Chief Executive Officer** of **Administering Agency**.

### 11.3 Restriction on the right to refuse

The **Administering Agency** may, in its absolute discretion, withhold its consent to the assignment.

### 11.4 Conditions of the consent

If the **Administering Agency** grants its consent, the **Administering Agency** may impose conditions for the giving of such consent which are not inconsistent with the provisions of this agreement.

## 12. Default

### 12.1 Rights of the Administering Agency on default

- (a) If the **Entity** has breached clause 3.1, 4, 8, 9 or 10 of this agreement, the **Administering Agency** may elect, in its absolute discretion and without limiting any other rights, to do one or more of the following:
  - (i) pursue contractual remedies for breach of this agreement; or
  - (ii) exercise any of its powers pursuant to Chapters 5 and 6 of **Planning Act**.
- (b) If the **Offset Landowner** has breached clauses 3.3, 5 or 11 of this agreement, the **Administering Agency** may elect, in its absolute discretion and without limiting any other rights, to do one or more of the following:
  - (i) pursue contractual remedies for breach of this agreement; or
  - (ii) exercise any of its powers pursuant to Chapters 5 and 6 of **Planning Act**.
- (c) The **Entity** must not make a request for approval of the subdivision plan for the **Remaining Stages** until the **Financial Settlement Offset Amount** is paid in accordance with this agreement.

## 13. Mediation

### 13.1 Negotiation and good faith

If a dispute arises between the parties, then prior to initiating any court action, the parties must meet and in good faith attempt to resolve the dispute.

### 13.2 Parties to mediate

- (a) If the parties fail to resolve the dispute within 10 **Business Days** of the dispute arising, then the parties must submit to the mediation of the dispute by a mediator appointed by the President for the time being of the Queensland Law Society.
- (b) The mediator's fees shall be borne equally by the parties.

## 14. Service

### 14.1 Service by prepaid post

A notice is sufficiently made, given or served by a party if left at or forwarded by prepaid post in an envelope addressed to the other party or any of them (where there are more persons than one person comprising the other party) at the address of that party shown specified in the Notice details clause.

## 15. Miscellaneous

### 15.1 Payment of costs

Each party bears its own costs.

### 15.2 Time

Time is, in all cases, of the essence.

### **15.3 Joint and severable liability**

- (a) If the **Entity** is more than one entity, then the provisions of this agreement bind the entities that are the **Entity** jointly and severally.
- (b) If the **Offset Landowner** is more than one entity, then the provisions of this agreement bind the entities that are the **Offset Landowner** jointly and severally.

### **15.4 Waiver**

No waiver by the **Administering Agency** of any breach by the other parties of any of the provisions of this agreement shall be implied against the **Administering Agency** or be otherwise effective unless it is in writing under the hand of the **Chief Executive Officer**.

### **15.5 Laches and delay**

No laches or delay by the **Administering Agency** at any time or times in enforcing any of its rights, powers and the like under this agreement prejudice or affect those rights or powers.

### **15.6 Severance**

If any provision of this agreement cannot be given effect or full force and effect by reason of statutory invalidity that provision shall be severed or read down but so as to maintain and uphold so far as possible the remaining provisions of this agreement.

### **15.7 Warranty of authority**

Any person signing this agreement:

- (a) as attorney of any party warrants to the other parties that at the date of execution that person has not received any notice or information of the revocation of the power of attorney appointing that person; and
- (b) as an authorised officer, agent or trustee of any party warrants to the other parties that at the date of execution that person has full authority to execute this agreement in that capacity.

### **15.8 Counterparts**

This agreement may be executed in counterparts. All executed counterparts constitute one document.

### **15.9 Further assurances**

Each party agrees at its cost to do everything reasonably necessary to give effect to this agreement.

### **15.10 Force Majeure**

- (a) If a party is unable by reason of an event of **Force Majeure** to carry out its obligations under this agreement, that party must give a notice to the other party advising of the event of the **Force Majeure** as soon as it is reasonably practicable after the event of a **Force Majeure**.
- (b) If a party gives a notice advising of an event of **Force Majeure**, that party's obligations will be suspended during the period for which the event of **Force Majeure** or its effect extends.
- (c) Where the obligations of the **Administering Agency** are dependent upon the occurrence of specified circumstances, then the **Administering Agency** will be relieved of its obligations for so long as there is a change or deviation or nonoccurrence of those circumstances arising from a matter beyond the **Administering Agency's** control.

### 15.11 Amendment of agreement

- (a) Despite any other provision of this agreement, the parties may at any time agree to vary the terms of this agreement or the **Offset Delivery Plan** pursuant to:
  - (i) section 19(7) of the **EO Act**; or
  - (ii) section 20(2) of the **EO Act**.
- (b) If the parties agree to amend the terms of this agreement or the **Offset Delivery Plan** in accordance with clause 15.11(a)(ii) the parties acknowledge that any amendment to this agreement is subject to:
  - (i) the **Administering Agency** having regard to the matters mentioned in section 19(1)(a) and (b) of the **EO Act** (pursuant to section 20(3) of the **EO Act**); and
  - (ii) the **Offset Delivery Plan** complying with the requirements of section 18(4) and (5) of the **EO Act** (pursuant to section 20(4) of the **EO Act**).
- (c) No modification, variation or amendment of this agreement is of any force or effect unless:
  - (i) it is in the form of an amendment agreement and has been signed by the parties; and
  - (ii) where relevant the amendment agreement complies with the requirements of the **EO Act**.
- (d) To avoid any doubt, the process for determining the **Recalculated Financial Settlement Offset Amount** in accordance with clause 5, is not a modification, variation or amendment of this agreement.



# Signing pages

**EXECUTED** as a deed.

**Signed** for and on behalf of COUNCIL OF THE  
CITY OF GOLD COAST by \_\_\_\_\_  
\_\_\_\_\_ (name) pursuant to  
delegated authority number \_\_\_\_\_ on the \_\_\_\_\_  
day of \_\_\_\_\_ (month) \_\_\_\_\_ (year) in the  
presence of:

\_\_\_\_\_  
Signature



\_\_\_\_\_  
Witness

\_\_\_\_\_  
Full Name

\_\_\_\_\_  
Print full name

**Instructions to the Entity:**

1. If the Entity is only one entity, please sign in accordance with steps 4 and 5 on this page 18. Please do not sign on page 19.
2. If the Entity comprises two entities, please have the second entity sign on page 19 in accordance with steps 4 and 5.
3. If the Entity comprises more than two entities, please print out page 19 the number of times required so that each entity signs in accordance with steps 4 and 5.
4. If the Entity is a corporation (and not an individual) please sign **Entity Signing Clause – corporation**. Please do not sign Entity Signing Clause - individual.
5. If the Entity is an individual (and not a corporation) please sign **Entity Signing Clause – individual**. Please do not sign Entity Signing Clause – corporation.

**Signing Clause – corporation**

**Signed** for the **Entity** under section 127 of the *Corporations Act 2001* on the \_\_\_\_ day of \_\_\_\_\_ (month) \_\_\_\_\_ (year) in the presence of:

\_\_\_\_\_  
Signature of director



\_\_\_\_\_  
Signature of director/company secretary  
(Please delete as applicable)

\_\_\_\_\_  
Name of director (print)

\_\_\_\_\_  
Name of director/company secretary (print)

**Signing Clause – individual**

**Signed** for the **Entity** on the \_\_\_\_ day of \_\_\_\_\_ (month) \_\_\_\_\_ (year) in the presence of:

\_\_\_\_\_  
Signature



\_\_\_\_\_  
Witness

\_\_\_\_\_  
Full name

\_\_\_\_\_  
Print full name

This page only needs to be signed if the Entity is more than one entity.

### Entity Signing Clause – corporation

**Signed** for the **Entity** under section 127 of the *Corporations Act 2001* on the \_\_\_\_ day of \_\_\_\_\_ (month) \_\_\_\_\_ (year) in the presence of:

\_\_\_\_\_  
Signature of director



\_\_\_\_\_  
Signature of director/company secretary  
(Please delete as applicable)

\_\_\_\_\_  
Name of director (print)

\_\_\_\_\_  
Name of director/company secretary (print)

### Entity Signing Clause – individual

**Signed** for the **Entity** on the \_\_\_\_ day of \_\_\_\_\_ (month) \_\_\_\_\_ (year) in the presence of:

\_\_\_\_\_  
Signature



\_\_\_\_\_  
Witness

\_\_\_\_\_  
Full name

\_\_\_\_\_  
Print full name

**Instructions to the Offset Landowner:**

1. If the Offset Landowner is only one entity, please sign in accordance with steps 4 and 5 on this page 20. Please do not sign on page 21.
2. If the Offset Landowner comprises two entities, please have the second entity sign on page 21 in accordance with steps 4 and 5.
3. If the Offset Landowner comprises more than two entities, please print out page 21 the number of times required so that each entity signs in accordance with steps 4 and 5.
4. If the Offset Landowner is a corporation (and not an individual) please sign **Offset Landowner Signing Clause – corporation**. Please do not sign Offset Landowner Signing Clause - individual.
5. If the Offset Landowner is an individual (and not a corporation) please sign **Offset Landowner Signing Clause – individual**. Please do not sign Offset Landowner Signing Clause – corporation.

**Offset Landowner Signing Clause – corporation**

Signed for \_\_\_\_\_  
(insert the name of the entity who is the Offset Landowner) under section 127 of the *Corporations Act 2001* on the \_\_\_\_ day of \_\_\_\_\_ (month) \_\_\_\_\_ (year) in the presence of:

\_\_\_\_\_  
Signature of director



\_\_\_\_\_  
Signature of director/company secretary  
(Please delete as applicable)

\_\_\_\_\_  
Name of director (print)

\_\_\_\_\_  
Name of director/company secretary (print)

**Offset Landowner Signing Clause – individual**

Signed for \_\_\_\_\_  
(insert the name of the entity who is the Offset Landowner) on the \_\_\_\_ day of \_\_\_\_\_ (month) \_\_\_\_\_ (year) in the presence of:

\_\_\_\_\_  
Signature



\_\_\_\_\_  
Witness

\_\_\_\_\_  
Full name

\_\_\_\_\_  
Print full name

This page only needs to be signed if the Offset Landowner is more than one entity.

### Offset Landowner Signing Clause – corporation

Signed for \_\_\_\_\_  
(insert the name of the entity who is the Offset  
Landowner) under section 127 of the  
*Corporations Act 2001* on  
the \_\_\_\_ day of \_\_\_\_\_ (month) \_\_\_\_\_ (year)  
in the presence of:

\_\_\_\_\_  
Signature of director



\_\_\_\_\_  
Signature of director/company secretary  
(Please delete as applicable)

\_\_\_\_\_  
Name of director (print)

\_\_\_\_\_  
Name of director/company secretary (print)

### Offset Landowner Signing Clause – individual

Signed for \_\_\_\_\_  
(insert the name of the entity who is the Offset  
Landowner) on the \_\_\_\_ day of \_\_\_\_\_ (month)  
\_\_\_\_\_ (year) in the presence of:

\_\_\_\_\_  
Signature



\_\_\_\_\_  
Witness

\_\_\_\_\_  
Full name

\_\_\_\_\_  
Print full name