

Deed of amendment – Agreed delivery arrangement

Combination of a Financial Settlement Offset and Proponent-Driven Offset

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

Instructions to the Entity:

1. This is a deed of amendment to the **Agreed Delivery Arrangement** for a combination of a **Proponent-Driven Offset** and a **Financial Settlement Offset**.
2. Electronically complete 'Schedule 1 – Deed details' on pages 1 and 2 of this deed.
3. Print two copies of this deed. If the Entity is more than one entity, print additional copies so that there are enough copies to distribute to each entity (for example, if the Entity consists of two entities, print three copies of the deed).
4. Insert the **Notice of Decision to Amend**, including Annexure A and Annexure B behind the Schedule 2 tab after page 13 to this deed.
5. Sign each copy on the Signing Pages on page 9 (and page 10 if there is more than one entity who is the Entity) in accordance with the Instructions to the Entity on pages 9 and 10.
6. Liaise with the **Offset Landowner** to have the **Offset Landowner** sign each copy on page 11 (and page 12 if there is more than one entity who is the **Offset Landowner**) in accordance with the Instructions to the **Offset Landowner** on pages 11 and 12.
7. Deliver the signed copies of this deed to the officer named at the top of the **Notice of Decision to Amend**.

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

Item 1 **Environmental Offset Application Number**

Insert the environmental offset application number shown in Item 1 of Schedule 1 of the **Agreed Delivery Arrangement**.

Item 2 **Entity**

Insert the name of the entity/entities as described in Item 2 of Schedule 1 of the **Agreed Delivery Arrangement**. If there is more than one entity that signed the **Agreed Delivery Arrangement**, insert names and notice details of all entities.

Item 3	Entity's Notice Details	<div style="border: 1px solid black; height: 98px;"></div>
<p>Insert the notice details of each entity as per Item 3 of Schedule 1 of the Agreed Delivery Arrangement.</p>		
Item 4	Date of Agreed Delivery Arrangement	<div style="border: 1px solid black; height: 34px;"></div>
<p>Insert the date of the Agreed Delivery Arrangement as per the Details page of the Agreed Delivery Arrangement.</p>		
Item 5	Offset Landowner	<div style="border: 1px solid black; height: 72px;"></div>
<p>Insert the name/s of the offset landowner/s. This is the entity/entities that own the Offset Land. If the offset landowner comprises more than one entity, each entity must be listed.</p>		
Item 6	Offset Landowner's Notice Details	<div style="border: 1px solid black; height: 72px;"></div>
<p>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 more than one entity, each Offset Landowner's notice details must be listed.</p>		

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Details	4
Agreed terms	4
1. Defined terms & interpretation	4
1.1 Defined terms	4
1.2 Interpretation	5
1.3 Other expressions	6
2. Acknowledgments	6
2.1 Application of the EO Act	6
2.2 Commencement	6
3. Amendment to the Agreed Delivery Arrangement	6
4. Miscellaneous	6
4.1 Payment of costs for this deed	6
4.2 Severance	6
4.3 Warranty of authority	6
4.4 Counterparts	7
Signing pages	8
Schedule 2 – Notice of Decision to Amend	13

Details

Date

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

Parties

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

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 deed, the notice details of the **Administering Agency** are as follows:
- 135 Bundall Road, Bundall Qld 4217
Attention: Chief Executive Officer

Background

- A The **Entity**, **Offset Landowner** and the **Administering Agency**:
- (i) entered into the **Agreed Delivery Arrangement**; and
 - (ii) have agreed to amend the **Agreed Delivery Arrangement** pursuant to the terms of this deed.

Agreed terms

1. Defined terms & interpretation

1.1 Defined terms

In this deed:

Administering Agency means Council of the City of Gold Coast.

Agreed Delivery Arrangement means the agreed delivery arrangement entered into between the parties, with the environmental offset application number described Item 1 of Schedule 1 and the date described in Item 4 of Schedule 1, including any amendments made to that agreed delivery arrangement by any existing Deed of amendment – Agreed delivery arrangement. A copy is Annexure A to the **Notice of Decision to Amend**.

Commencement Date means the commencement of this deed pursuant to clause 2.2.

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

EO Act means the *Environmental Offsets Act 2014*.

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

Notice of Decision to Amend means the notice given by the **Administering Agency** to the **Entity**, which states that the way in which the **Agreed Delivery Arrangement** is required to be amended, which is enclosed as **Schedule 2**.

Offset Land has the meaning given in the **Agreed Delivery Arrangement**.

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

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

1.2 Interpretation

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

- (a) a clause is to a clause in this deed; and
- (b) the singular includes the plural and vice versa; and
- (c) any gender includes all other genders; and
- (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; and
- (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 deed includes the deed 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 deed are inserted for convenience of reference and do not affect the construction of this deed.
- (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 deed.
- (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 deed bind those persons jointly and each of them severally.
- (i) This deed 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 deed 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 deed form part of this deed 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 deed 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 deed is intended to constitute another agreed delivery arrangement pursuant to section 19(7) of the **EO Act**.

2.2 Commencement

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

3. Amendment to the Agreed Delivery Arrangement

- (a) The parties agree that this deed gives effect to an agreement reached between the **Administering Agency** and the **Entity** about an amendment to the **Agreed Delivery Arrangement**.
- (b) The parties agree that the **Agreed Delivery Arrangement** is amended in accordance with Annexure B of the **Notice of Decision to Amend**.
- (c) The parties agree that other than the amendments specified in Annexure B of the **Notice of Decision to Amend**, that the **Agreed Delivery Arrangement** remains unchanged.

4. Miscellaneous

4.1 Payment of costs for this deed

Each party bears its own costs.

4.2 Severance

If any provision of this deed 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 deed.

4.3 Warranty of authority

Any person signing this deed:

- (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 deed in that capacity.

4.4 Counterparts

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

Signing pages

EXECUTED as a deed.

Signed sealed and delivered 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 9. Please do not sign on page 10.
2. If the Entity comprises two entities, please have the second entity sign on page 10 in accordance with steps 4 and 5.
3. If the Entity comprises more than two entities, please print out page 10 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 sealed and delivered 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 sealed and delivered 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 sealed and delivered for the **Entity**
under section 127 of the *Corporations Act 2001*
on
the ____ day of _____ (month) _____ (year)
in the presence of:

Signature of director

Name of director (print)



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

Name of director/company secretary (print)

Authority Entity Clause – individual

Signed sealed and delivered for the **Entity** on
the ____ day of _____ (month) _____ (year)
in the presence of:

Signature

Full name



Witness

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 11. Please do not sign on page 12.
2. If the Offset Landowner comprises two entities, please have the second entity sign on page 12 in accordance with steps 4 and 5.
3. If the Offset Landowner comprises more than two entities, please print out page 12 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 sealed and delivered 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 sealed and delivered 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 sealed and delivered 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

Name of director (print)



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

Name of director/company secretary (print)

Offset Landowner Signing Clause – individual

Signed sealed and delivered for _____ (insert the name of the entity who is the Offset Landowner) on the day of _____ (month) _____ (year) in the presence of:

Signature

Full name



Witness

Print full name

Schedule 2 – Notice of Decision to Amend
