



BONDING AGREEMENT FOR PRESCRIBED WORKS

[COUNCIL]

[DEVELOPER]

[Development]

DATE

PARTIES

[Name] of [address]
(Council)

[Name] ACN # of [address]
(Applicant)

BACKGROUND

- A. The Applicant is or is entitled to be registered as the proprietor of an estate in fee simple in the Land.
- B. The Land is located within the Council's area.
- C. The Applicant has obtained the Development Approval for the division of the Land.
- D. The Applicant has applied or is about to apply to the Development Assessment Commission for a certificate under section 51 of the Act in respect of a plan of division of the Land in accordance with the Development Approval.
- E. The works required under Division 2 of Part 9 of the *Development Regulations 2008* in relation to [Stage # of] the division to which the Development Approval relates, have not been carried out to the satisfaction of the Council at the date of this agreement.
[DELETE/AMEND AS APPROPRIATE]
- F. The Applicant wishes the Council to advise the Development Assessment Commission pursuant to regulation 58(1) of the *Development Regulations 2008* that the Applicant has entered into binding arrangements with the Council supported by security for the satisfaction of the requirements under Division 2 of Part 9 of the *Development Regulations 2008* (other than a requirement under regulation 54(5)).
- G. The Applicant is prepared to enter into binding arrangements with the Council by means of this agreement supported by adequate security. The Council has intimated to the Applicant that, in consideration of the execution of this agreement by the Applicant and the provision of the Security under this agreement, the Council will advise the Development Assessment Commission accordingly.

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this agreement:

Act means the *Development Act 1993* (SA).

Business Day means a day that is not a Saturday, Sunday or public holiday in South Australia.

Certificate of Practical Completion means the certificate issued by the Council pursuant to clause 5.2.

Construction Plans and Specifications has the meaning given to it in clause 2.1.

Defect in relation to the Prescribed Works includes any damage to or deterioration of the Prescribed Works other than any damage or deterioration caused by normal aging or ordinary wear arising from the normal use of the Prescribed Works concerned for their intended purpose.

Development Approval means the development approval specified in Item 2 of the Schedule.

Land means the land specified in Item 1 of the Schedule.

Maintenance Period means, subject to any extension of that period under this agreement, the period of 12 calendar months commencing on the date of issue of the Certificate of Practical Completion.

Practical Completion of the Prescribed Works means the state of being substantially complete and fit for use by the Council and members of the public, all performance or structural tests required by the Council having been satisfactorily completed and omissions or defects being limited to items:

- (a) the immediate making good of which by the Applicant is accepted by the Council as not being practicable;
- (b) the existence of which or the subsequent making good of which is accepted by the Council as not likely to significantly inconvenience the Council or the members of the public using the Prescribed Works taking into account the use or intended use of the works concerned and the areas in which they exist; and
- (c) which the Council accepts do not cause any legal impediment to the use of the Prescribed Works by the Council and members of the public.

Prescribed Works means works required by conditions of land division consent imposed pursuant to section 33(1)(c) (v) of the Act and Division 2 of Part 9 of the *Development Regulations 2008* relevant to the Development Approval and more particularly detailed in Item 3 of the Schedule.

Security means an unconditional and irrevocable undertaking in favour of the Council and in a form and in terms approved by the Council in its absolute discretion.

1.2 Interpretation

In this agreement, unless the context otherwise requires:

- 1.2.1 headings do not affect interpretation;
- 1.2.2 singular includes plural and plural includes singular;
- 1.2.3 words of one gender include any gender;
- 1.2.4 a reference to a party includes its executors, administrators, successors and permitted assigns;
- 1.2.5 a reference to a person includes a partnership, corporation, association, government body and any other entity;
- 1.2.6 a reference to this agreement includes any schedules and annexures to it;
- 1.2.7 an agreement, representation, warranty or indemnity by two or more parties (including where two or more persons are included in the same defined term) binds them jointly and severally;
- 1.2.8 an agreement, representation, warranty or indemnity in favour of two or more parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly and severally;
- 1.2.9 a reference to legislation includes any amendment to it, any legislation substituted for it, and any subordinate legislation made under it;
- 1.2.10 an unenforceable provision or part of a provision may be severed, and the remainder of this agreement continues in force, unless this would materially change the intended effect of this agreement;
- 1.2.11 the meaning of general words is not limited by specific examples introduced by 'including', 'for example' or similar expressions;
- 1.2.12 where two or more terms are connected with the word 'or', any one or more, or all of those terms are referred to.

1.3 **Background**

The Background forms part of this agreement and is correct.

2. **DESIGN OF PRESCRIBED WORKS**

- 2.1 The Applicant must engage at its own expense appropriately qualified surveyors and engineers to prepare construction plans and specifications for the Prescribed Works in accordance with recognised traffic, engineering and construction standards consistent with the standards applied by Council (**Construction Plans and Specifications**) and submit the Construction Plans and Specifications to the Council for the Council's written approval.
- 2.2 The Council may reject all or some of the Construction Plans and Specifications that have not been prepared in accordance with recognised standards of traffic and construction engineering practices and that are not consistent with the standards applied by Council.

- 2.3 If the Construction Plans and Specifications are rejected, then the Council will give reasons for that rejection.
- 2.4 The Council must not unreasonably withhold its approval of the Construction Plans and Specifications.
- 2.5 The Applicant must obtain and comply with all authorisations, consents and approvals required for the construction of the Prescribed Works.
- 2.6 The Applicant acknowledges and agrees:
- 2.6.1 that the Council is not bound to check any of the:
- 2.6.1.1 Construction Plans and Specifications; or
- 2.6.1.2 Prescribed Works,
- for
- 2.6.1.3 errors or omissions; or
- 2.6.1.4 compliance with this agreement; and
- 2.6.2 where the Council has:
- 2.6.2.1 received or assessed documentation; or
- 2.6.2.2 inspected any Prescribed Works,
- this does not relieve the Applicant from responsibility for complying with its obligations under this agreement.

3. APPLICANT TO CARRY OUT PRESCRIBED WORKS

The Applicant must carry out or cause to be carried out the Prescribed Works and must achieve Practical Completion of the Prescribed Works:

- 3.1 in strict accordance with the Construction Plans and Specifications approved by the Council under clause 2 of this agreement;
- 3.2 to the reasonable satisfaction of the Council;
- 3.3 at the expense of the Applicant; and
- 3.4 on or before the date specified in Item 4 of the Schedule.

4. ENGINEER'S CERTIFICATE

- 4.1 Prior to giving notice of Practical Completion in accordance with clause 5, the Applicant, a suitable qualified engineer and a Council representative must attend a practical completion walkover inspection of the Prescribed Works;
- 4.2 The Applicant must then provide an engineer's certificate signed by a suitably qualified engineer certifying that the Prescribed Works have been completed and constructed in accordance with the Construction Plans and Specifications.

5. CERTIFICATE OF PRACTICAL COMPLETION

- 5.1 When the Applicant considers that it has achieved Practical Completion of the Prescribed Works and the engineer's certificate required under clause 4 has been provided, it must give written notice to the Council accordingly. The Council must then either:
- 5.2 give to the Applicant a Certificate of Practical Completion:
- 5.2.1 stating that the Applicant has achieved Practical Completion of the Prescribed Works to the satisfaction of the Council; and
 - 5.2.2 specifying the omissions or defects which the Applicant must attend to within the Maintenance Period or any shorter specified period; or
 - 5.2.3 give to the Applicant a written notice stating that the Council is not satisfied that the Applicant has achieved Practical Completion of the Prescribed Works and specifying the omissions or defects which the Applicant must attend to before the Council will issue its Certificate of Practical Completion in respect of the Prescribed Works.
- 5.3 If the Council does not give to the Applicant either a Certificate of Practical Completion under clause 5.2 or a notice under clause 5.2.3 within 10 Business Days after receipt of the Applicant's completion notification, the Applicant may give to the Council a further written notice requiring the Council to issue a Certificate of Practical Completion under clause 5.2 or a notice under clause 5.2.3 within five Business Days after receipt of the further notice from the Applicant. If the Council does not issue respond to the further notice within five Business Days, it is taken to have given a Certificate of Practical Completion of the Prescribed Works under clause 5.2.
- 5.4 The Applicant may give a notice to the Council under clause 5.1 more than once.

6. COMPLETION AND MAINTENANCE OF THE PRESCRIBED WORKS AFTER PRACTICAL COMPLETION

- 6.1 The Applicant must complete the Prescribed Works and must during the Maintenance Period rectify and make good any Defect in the Prescribed Works:
- 6.1.1 resulting from faulty materials or workmanship; or
 - 6.1.2 arising at any time before the expiry of the Maintenance Period and however caused (including, for the avoidance of doubt, any defect arising from or out of any act, activity or omission, whether intentional, negligent or otherwise on the part of any other person other than an employee or agent of the Council),
- provided the Applicant is not responsible to rectify or make good damage to the Prescribed Works caused by parties other than the Applicant, its contractors or employees unless the Applicant has failed to comply with clause 7.3.

- 6.2 If any Defect in the Prescribed Works exists or becomes apparent during the Maintenance Period and the Council gives written notice to the Applicant within the Maintenance Period specifying the nature of the Defect and requiring the rectification and making good of the Defect the Applicant must comply with the requirements of the notice within any period reasonably specified in that notice or, if no period is specified, within two calendar months after receipt of the notice.
- 6.3 Clauses 5.1 and 5.3 again apply with any modifications appropriate in the circumstances in respect of the practical completion of the rectification and making good of any Defect by the Applicant under clause 6.2. The Applicant must maintain and must rectify and make good any Defect in any further work carried out under clause 6.2 for the additional period of six calendar months commencing on the date of issue of a Certificate of Practical Completion in respect of the further work if in the reasonable opinion of the Council that work is of a major nature.

7. DAMAGE TO COUNCIL INFRASTRUCTURE

- 7.1 If at any time during the construction of the Prescribed Works or during the Maintenance Period, any damage is caused by the Applicant, its contractors or employees to:

7.1.1 any part of the Land (including any road or other infrastructure thereon) that is vested in the Council in consequence of the deposit of a plan of division of the Land or any part of the Land; or

7.1.2 any infrastructure vested in the Council or under the Council's care, control and management on the Land or in the vicinity of the Land,

the Council may by notice in writing to the Applicant providing reasonable particulars of the damage require the Applicant at the Council's absolute discretion to either;

7.1.3 take such steps as the Council may reasonably require to repair the damage within a reasonable period stated in the notice; or

7.1.4 pay the Council an amount representing a reasonable cost of repairing the damage on or before a date specified in the notice (being no earlier than 10 Business Days after the giving of the notice).

- 7.2 If the Applicant does not comply with a notice given to the Applicant under clause 7.1 the Council may:

7.2.1 recover an amount representing a reasonable cost of repairing the damage from the Applicant as a debt; and

7.2.2 if the Council sees fit, call upon any Security provided by the Applicant under clause 12 of this agreement to discharge in whole or in part any liability incurred by the Applicant under this clause 7.

- 7.3 The Applicant must use its reasonable endeavours to prevent people other than its employees or contractors from damaging the Land and infrastructure referred to in clauses 7.1.1 and 7.1.2.

8. REPLACEMENT OR RE-EXECUTION BY THE APPLICANT OF INFERIOR MATERIALS OR WORK

- 8.1 If any of the materials supplied by the Applicant are or any of the work executed by the Applicant in the performance or maintenance of the Prescribed Works before or after the issue of a Certificate of Practical Completion is of an inferior quality or in any other respect not in compliance with this agreement, the Applicant must upon receipt of a written notice from the Council specifying the nature of the non-compliance and requiring the rectification and making good of the non-compliance remove the materials from the Prescribed Works or re-execute the work within any period reasonably specified in that notice, or if no period is specified, within two calendar months after receipt of the notice, at the Applicant's expense so that the materials or work comply with this agreement.
- 8.2 The Council may issue a notice under clause 8.1 more than once during the performance of the Prescribed Works or before the expiry of the Maintenance Period.

9. APPLICANT'S SAFETY REQUIREMENTS

- 9.1 As from the date of commencement of the Prescribed Works and until the expiry of the Maintenance Period, the Applicant must at its own expense, and subject to and in accordance with any reasonable directions given by the Council:
- 9.1.1 erect and at all times during the day and night maintain on or around the Prescribed Works fences or barriers restricting the unauthorised entry of vehicles or persons upon the site of the Prescribed Works; or
 - 9.1.2 erect suitable signs warning the public of the carrying on of the Prescribed Works; and
 - 9.1.3 during all hours of darkness keep all machinery and other obstructions or traps created by the Prescribed Works adequately fenced or illuminated for the protection of the public.
- 9.2 The Applicant must comply with all statutory requirements (including in particular, all requirements under the *Work Health and Safety Act 2012*) applicable to any activity undertaken by the Applicant on or in the vicinity of the Land for the purposes of or incidental to the construction or maintenance of the Prescribed Works.

10. APPLICANT'S INDEMNITY TO THE COUNCIL AND INSURANCE

- 10.1 The Applicant must indemnify the Council:
- 10.1.1 from the commencement of the Prescribed Works for a period ending six years from the end of the Maintenance Period against all losses, damages, costs and expenses suffered or incurred by the Council at any time which are caused by or arise out of any execution, rectification or maintenance of the Prescribed Works or the state of condition of the Prescribed Works as a consequence of any execution, rectification or maintenance of the Prescribed Works by the

Applicant or any person to whom the Applicant is responsible, except to the extent caused or contributed to by the negligence or default of the Council; and

10.1.2 from the commencement of the Prescribed Works for a period ending three years from the end of the Maintenance Period, against all actions, proceedings, claims and demands which may be brought or made against the Council at any time in respect of the death of or any injury to any person or any loss of or damage to any property caused by or arising from:

10.1.2.1 any execution, rectification or maintenance of the Prescribed Works or any activity associated therewith at any time before the conclusion of the Maintenance Period; or

10.1.2.2 from a state of condition of the Prescribed Works as a consequence of any execution, rectification or maintenance of the Prescribed Works by the Applicant or by any person for whom the Applicant is responsible,

except to the extent caused or contributed to by the negligence or default of the Council.

10.2 Before commencing the execution of any part of the Prescribed Works the Applicant must have or must effect or procure for the benefit of the Council and the Applicant a policy of public risk insurance that is satisfactory to the Council for cover of not less than \$20,000,000 in respect of any one claim with a registered insurer carrying on business in South Australia. The Applicant must ensure that such policy is kept current at all times until expiry of the Maintenance Period and must furnish to the Council a copy of such policy and such evidence of its currency as the Council may from time to time require.

11. PERFORMANCE OF THE PRESCRIBED WORKS BY THE COUNCIL

11.1 If the Applicant:

11.1.1 fails to comply with any notice from the Council issued pursuant to clause 6.2 or 8.1; or

11.1.2 purports to comply with any notice from the Council issued pursuant to clause 6.2 or 8.1 and the Council remains dissatisfied with the state of the Prescribed Works; or

11.1.3 fails to complete the Prescribed Works within the time fixed by the Council for Practical Completion of the Prescribed Works pursuant to this agreement; or

11.1.4 at any time prior to or during the performance of the Prescribed Works by notice in writing requests the Council to execute or complete the Prescribed Works or any part thereof (as the case may be) and the Council in its absolute discretion agrees to such request,

then but not otherwise the Council may immediately and without prior notice to the Applicant enter upon the Land and (if necessary) take possession of the

Prescribed Works. This determines the Applicant's right to perform or continue to perform the Prescribed Works.

- 11.2 Upon the exercise by the Council of any of those rights the Council must at its option either:
 - 11.2.1 perform or complete the Prescribed Works that remain incomplete or carry out the repair of defects therein (as the case may be) using the Council's own employees plant and equipment; or
 - 11.2.2 cause the Prescribed Works or the repair of defects (as the case may be) to be carried out or completed by an independent contractor chosen by the Council in its absolute discretion.
- 11.3 At any time or times during or after the performance of the Prescribed Works, the Council may serve upon the Applicant a written demand or several progressive written demands for payment of the costs (actual or contingent) incurred by the Council in so doing. The Applicant must pay to the Council those costs within five Business Days of receipt of the demand.
- 11.4 The Council must in a reasonable and competent manner procure the performance of the Prescribed Works within a reasonable time taking into account the nature and amount of the Prescribed Works to be performed, the weather and all other relevant factors.

12. SECURITY

- 12.1 Immediately upon signing this agreement the Applicant (if and to the extent that the Applicant has not already done so) must provide to the Council the Security or Securities specified in Item 5 of the Schedule payable to the Council each for at least the amount specified in Item 5 of the Schedule.
- 12.2 Subject to clause 12.6 the Council may call upon:
 - 12.2.1 the Security specified in Item 5 of the Schedule as being related to the construction of a particular class of Prescribed Works to discharge or partially discharge any liability or potential liability of the Applicant to the Council as a result of the failure of the Applicant to perform its obligations under this agreement in relation to the construction of any Prescribed Works of that class; and
 - 12.2.2 the Security specified in Item 5 of the Schedule as being related to the maintenance of a particular class of Prescribed Works to discharge or partially discharge any liability or potential liability of the Applicant to the Council as a result of the failure of the Applicant to perform its obligations under this agreement in relation to the maintenance of any Prescribed Works of that class.
- 12.3 Where a Security is expressed in Item 5 of the Schedule to relate to a particular class of Prescribed Works and there is no separate Security in relation to the maintenance of Prescribed Works of that class, 20% of the amount reasonably assessed by the Council as the value of the Prescribed Works to which the Security relates will, for the purposes of clauses 12.2.2 and 12.7, be taken to relate to the maintenance of that class of Prescribed Works.

- 12.4 The Council may call upon a Security at any time without reference to the Applicant but will notify the Applicant as soon as reasonably practicable.
- 12.5 Subject to clause 12.6 where the Council has not called upon a Security for the construction of any Prescribed Works the Council will upon request of the Applicant and within five Business Days following the issue of the Certificate of Practical Completion by Council for that class of the Prescribed Works to which the Security relates (or if more than one Certificate of Practical Completion is issued for the Prescribed Works of the relevant class, following the issue of the last such Certificate) return the relevant Security to the Applicant.
- 12.6 Notwithstanding:
- 12.6.1 any allocation of a Security to the construction or maintenance of any particular Prescribed Works under clause 12.2 and Item 5 of the Schedule or under clause 12.3; or
- 12.6.2 any obligation the Council may otherwise have under clause 12.5 to return a Security to the Applicant,
- the Council may:
- 12.6.3 call in any Security for the purposes of discharging a liability under clause 7 of this agreement; and
- 12.6.4 may retain any Security if the Council has reasonable cause to believe that the retention of the Security may be required to meet a liability or prospective liability under that clause.
- 12.7 Where the Council has not called upon a Security for the maintenance of any Prescribed Works, the Council will upon request of the Applicant, and following the expiry of the relevant maintenance period (subject to any extension of the maintenance period under clause 6) return the Security to the Applicant.

13. **ADVICE TO DEVELOPMENT ASSESSMENT COMMISSION**

Upon the execution of this agreement by the Applicant and the provision of the Security, the Council must advise the Development Assessment Commission that the Applicant has entered into binding arrangements with the Council supported by adequate security for the satisfaction of the requirements under Division 2 of Part 9 of the *Development Regulations 2008* (other than a requirement under regulation 54(5)).

14. **SPECIAL CONDITIONS**

The special conditions (if any) in Item 6 of the Schedule form part of this agreement. If there is any inconsistency between those special conditions and the above provisions, those special conditions govern to the extent of the inconsistency.

15. **DISPUTE RESOLUTION**

15.1 **Resolution by negotiation**

If there is a dispute between the parties, the aggrieved party must serve a notice on the other party setting out the nature of the dispute (**Complaint**

Notice). The parties must then make every effort to resolve the dispute by negotiation.

15.2 **Reference to Independent Expert**

15.2.1 If the dispute cannot be resolved within 10 Business days of service of the Complaint Notice, the parties must refer the matter to a mutually agreed expert (**Independent Expert**) for determination.

15.2.2 If the parties cannot agree upon an Independent Expert, then either party may request that one of the following be appointed to resolve the dispute:

15.2.2.1 in the case of a dispute concerning a legal matter, a practising barrister or solicitor having at least seven years' current and continuous practice in South Australia appointed by the President for the time being of The Law Society of South Australia; or

15.2.2.2 in any other case, any other suitably qualified expert nominated by the President for the time being of the **[INSERT APPROPRIATE PROFESSIONAL REPRESENTATIVE BODY]**.

15.3 **Written submission**

The written submission of the dispute to the Independent Expert must state the specific matter to be determined together with all other reasonably relevant matters and must be accompanied by a copy of this agreement.

15.4 **Procedures**

The Independent Expert must give due weight to any representations put forward by a party within any time limit prescribed by the Independent Expert. The Independent Expert must give reasons for his or her determination. The parties must supply the Independent Expert with any requested information, assistance and cooperation.

15.5 **Costs**

Unless otherwise provided in this agreement or the Independent Expert otherwise determines in their absolute discretion, the fees and expenses of the Independent Expert must be borne by the parties in equal shares.

15.6 **Conclusiveness of report**

The Independent Expert acts as an independent expert, not an arbitrator. The Independent Expert's decision is conclusive, final and binding on the parties to the dispute (except in the case of manifest error).

15.7 **Urgent relief**

Nothing in this clause prevents a party from seeking urgent injunctive and/or equitable relief before an appropriate court.

16. **INTEREST UPON MONEYS OUTSTANDING**

Any amount payable by the Applicant to the Council under this agreement bears interest at the rate charged by the Council's Bank upon an overdraft account of \$100,000 plus 2% from the date on which the amount falls due for payment (and where that date is not specified in this agreement, from the date on which the Council makes written demand) until payment of the amount in full.

17. **GST**

17.1 In this clause an expression defined in the *A New Tax System (Goods and Service Tax) Act 1999* (Cth) has the meaning given to it in that Act.

17.2 If a party makes a supply under or in connection with this agreement in respect of which GST is payable, the consideration for the supply is increased by an amount equal to the GST payable by the supplier on the supply.

17.3 A party need not make a payment for a taxable supply under or in connection with this agreement until it receives a tax invoice for the supply.

18. **NOTICES**

18.1 A notice, demand, consent, approval or communication under this agreement (**Notice**) must be:

18.1.1 in writing, in English and signed by a person authorised by the sender; and

18.1.2 hand delivered or sent by pre paid post or email to the recipient's addresses specified in this agreement, as varied by any Notice given by the recipient to the sender.

18.2 At the date of this agreement, the addresses for Notices are set out in Item 7 of the Schedule.

18.3 A Notice is deemed to be received:

18.3.1 if hand delivered, on delivery;

18.3.2 if sent by prepaid mail, two Business Days after posting (or seven Business Days after posting if posting to or from a place outside Australia);

18.3.3 if sent by email, at the time and on the day the email enters the recipient's mail server and the parties must use their reasonable endeavours to set up automatic receipt notifications to email correspondence between them,

however if the Notice is deemed to be received on a day that is not a Business Day or after 5:00pm, the Notice is deemed to be received at 9:00am on the next Business Day.

18.4 If two or more people comprise a party, Notice to one is effective Notice to all.

18.5 A Notice by the Council, stating the amount of money owing or payable or any other matter, is sufficient evidence of the matter unless proved incorrect.

19. **COSTS OF THIS AGREEMENT**

19.1 The Applicant must pay all the Council's costs of and incidental to the preparation and execution of this agreement.

19.2 Despite clause 19.1 the Council will bear its own costs in the negotiation of the agreement.

Schedule

Item 1

Land

Allotment # in DP/FP # being the whole of the land comprised in Certificate[s] of Title Volume # Folio #

Item 2

Development Approval

Approved Development Application Numbers:
DA 145/
DA 145/

Item 3

Prescribed Works

The construction, paving and sealing of every proposed road and footpath on the plan of division, more particularly that plan(s) numbered **** and specification number ****.

The construction of all kerbing and watertable for the proposed road referred to in paragraph 1 above, including kerb ramps at all intersections with tactile indicators.

The construction of footpaths on each proposed road are to be constructed as per #.

The construction of all storm water drains, culverts and bridges as delineated and shown on the drawings of # being the plan(s) numbered **** and specification number ****.

[AMEND AS REQUIRED – NOTE “PRESCRIBED WORKS” ONLY]

Item 4

Date for Practical Completion of the Prescribed Works

#

Item 5

Amount of Security

\$#

Item 6

Special conditions

#

Item 7

Contact details

[Name of party]

Postal address:

[Address of party]

Email address:

[Email address of party]

Attention:

[Contact person]

[Name of party]

Postal address:

[Address of party]

Email address:

[Email address of party]

Attention:

[Contact person]

EXECUTED as an agreement

Signed for [**Council**] by its authorised delegate in the presence of:

.....
Signature of witness

.....
Signature of authorised delegate

.....
Name of witness (print)

.....
Name of authorised delegate (print)

Executed by # pursuant to section 127 of the *Corporations Act 2001*

.....
Signature of Director

.....
Signature of Director/Company Secretary
(Please delete as applicable)

.....
Name of Director (print)

.....
Name of Director/Company Secretary (print)

or

.....
Signature of Sole Director and Sole Company Secretary

.....
Name of Sole Director and Sole Company Secretary (print)