

Sport and Recreation Infrastructure Funding Terms and Conditions

Background

- A. The Department administers grant programs which are designed to help Queenslanders get involved in sport and active recreation, and which provide assistance to sport and recreation clubs for better programs, equipment and facilities.
- B. These Sport and Recreation Infrastructure Funding Terms and Conditions are the standard terms upon which funding may be granted under specific infrastructure grant programs administered by the Department.
- C. Where referenced in a Project Schedule, these terms are incorporated into that Grant Agreement that the Recipient enters into with the Department.

1. Grant Agreement

- (a) Capitalised words and phrases have the meanings specified in clause 19.
- (b) A Grant Agreement for a Project will be formed on the date upon which the last party signs a Project Schedule.
- (c) The parties consent to the use of electronic signatures as a method for signing a Project Schedule.
- (d) A Grant Agreement, consists of:
 - (i) the Special Conditions (if any), contained in the applicable Project Schedule;
 - (ii) the Sport and Recreation Infrastructure Funding Terms and Conditions;
 - (iii) the applicable completed Project Schedule; and
 - (iv) any other schedules or annexures of these Sport and Recreation Infrastructure Funding Terms and Conditions or the applicable Project Schedule.
- (e) Where any inconsistency exists between the above parts, then the provisions will take precedence in the above order to the extent necessary to resolve the inconsistency.
- (f) New versions of these Sport and Recreation Infrastructure Funding Terms and Conditions may be issued from time to time. The Department will notify the Recipient about any such new version applying to the Grant Agreement and the date that it is to take effect from. The new version will apply from the date stated in the notice, to all Funding and Projects under the Grant Agreement, including Funding already provided or agreed to be provided as at that date.
- (g) Clause 1(f) does not limit or affect any right of action or remedy that has accrued as at the date the new version is to take effect.

2. Recipient's obligations

2.1 Conduct of the Project

The Recipient must:

- (a) carry out the Project in accordance with the Grant Agreement and so that construction is completed and Practical Completion achieved by the Project End Date;
- (b) undertake all Pre-Construction Conditions and provide to the Department's satisfaction, documentation evidencing compliance with each Pre-Construction Condition, prior to the Pre-Construction Conditions End Date;

- (c) undertake all Construction Conditions (if any) and provide to the Department's satisfaction, documentation evidencing compliance with each Construction Condition, prior to the Construction Conditions End Date;
- (d) undertake all Post-Construction Conditions and provide to the Department's satisfaction, documentation evidencing compliance with each Post-Construction Condition, prior to the Post-Construction Conditions End Date;
- (e) expend the Funding solely on the Project and in accordance with the Grant Agreement;
- (f) contribute the Recipient's Contribution (if any) towards the Project and provide all further funds and resources necessary to complete the Project;
- (g) not breach any other funding arrangement the Recipient has with the Department;
- (h) ensure that all work is undertaken by suitably qualified persons and in accordance with all applicable laws, regulations, relevant standards and relevant building codes, including obtaining and maintaining any licences required to undertake the Project;
- (i) where Item 3 of the Project Schedule states that a Project Manager is required, appoint a suitably qualified Project Manager to manage the delivery of the Project, and where the Department is not satisfied with the skills or suitability of the Project Manager as the Project progresses, appoint a new suitably qualified Project Manager at the request of the Department;
- (j) effect and maintain insurance policies for the types, amounts and for the periods specified in Item 12 of the Project Schedule and provide evidence of this insurance to the Department on request;
- (k) not vary, amend, waive or fail to give effect to any material part of the Project:
 - (i) where the effect is that, in the opinion of the Department, the Project no longer meets the Objectives (where Objectives are included in the Project Schedule);
 - (ii) to extend the Project End Date past the end date of the Program; or
 - (iii) otherwise without the prior written approval of the Department.
- (l) acknowledge the Department's contribution in accordance with the requirements specified in Item 13 of the Project Schedule;
- (m) not, or as far as reasonably practicable ensure its Representatives must not, do anything or become involved in any situation which, in the reasonable opinion of the Department, offends public opinion or reflects unfavourably upon the Department, the State of Queensland, the Program and/or the Project;
- (n) comply with:
 - (i) the terms and conditions of the Grant Agreement (including any Special Conditions);
 - (ii) all applicable laws and regulations;
 - (iii) the Department's reasonable requests (including for the provision of information or material about the Recipient, the Project, or in connection with the Grant Agreement), directions and requirements, to the Department's satisfaction; and
- (o) communicate with, report and provide information to the Department's Contact Officer as reasonably required by the Department.

2.2 General obligations

- (a) The Recipient acknowledges and agrees that all its personnel and contractors are the Recipient's responsibility including payment of all employee wages and entitlements, and contractor payments (and subcontractor payments).
- (b) The Recipient must ensure that it does not have any outstanding issues with Office of Fair Trading (where applicable);
- (c) Where the Recipient does not already have an ABN at the Commencement Date, the Recipient must obtain and notify the Department of its ABN as soon as reasonably practicable after the execution of the Grant Agreement; and

- (d) If the Recipient is aware of an Allegation, then the Recipient must report the Allegation to a relevant authority, including the Queensland Police Service. In this clause **Allegation** means an allegation against the Recipient or its Representatives in connection with the Funding or the conduct of the Project which raises a reasonable suspicion of misconduct, dishonesty or unlawful behaviour of a serious nature.

2.3 Notifications

The Recipient must promptly notify the Department:

- (a) of any matters that the Recipient reasonably considers may affect the Recipient's ability to carry out the Project or meet any other obligations under the Grant Agreement;
- (b) if the Recipient is unable to carry out the Project within the Estimated Total Project Cost or by the Project End Date;
- (c) of any proposed change in the scope of the Project, Project Site or Project timeframes and seek the approval of the Department to a variation;
- (d) of any matter that may affect the Recipient's eligibility (in accordance with the Program Guidelines) to continue receiving the Funding;
- (e) of any allegation of misconduct or dishonesty concerning the Recipient or its Representatives and any report made under clause 2.2(d);
- (f) of any Major Incident in relation to the Project within one Business Day of the Recipient becoming aware of it. For the purpose of this clause, Major Incident means any incident requiring an emergency response including a fire, natural disaster, bomb threat, hostage situation, death or serious injury of any person, or any criminal activity or other incident requiring an emergency response;
- (g) of any change to its details in Item 1 of the Project Schedule or its ABN registration details; or
- (h) of the amount, source and purpose of any additional funds received from a third party for meeting the costs of the Project.

2.4 Progression to construction

- (a) Subject to clause 2.4(b):
 - (i) Where all Pre-Construction Conditions have been met to the Department's satisfaction, the Department will provide to the Recipient the Department's written confirmation that all Pre-Construction Conditions have been met.
 - (ii) The Recipient must not enter into a contract for the construction of the Project, or commence construction, prior to receiving the Department's correspondence in clause 2.4(a)(i).
- (b) Where the Recipient has identified after execution of the Grant Agreement that the construction contract will be a 'Design and Construct' contract and the Department agrees, and the Grant Agreement requires Building Approval and Detailed Design as a Pre-Construction Condition, clause 2.4(a) does not apply and clause 2.4(c) applies.
- (c) Where clause 2.4(b) applies:
 - (i) Upon the Recipient meeting all Pre-Construction Conditions except for Building Approval and Detailed Design requirements, the Department will provide to the Recipient the Department's written confirmation that all Pre-Construction Conditions have been met (except for Building Approval and Detailed Design).
 - (ii) The Recipient must not enter into a contract for the design and construction of the Project, prior to receiving the Department's correspondence in clause 2.4(c)(i).
 - (iii) When the Building Approval and Detailed Design Pre-Construction Conditions have been met to the Department's satisfaction, the Department will provide to the Recipient the Department's written confirmation that these conditions have been met.
 - (iv) The Recipient must not commence construction, prior to receiving the Department's correspondence in clause 2.4(c)(iii).

- (v) For the avoidance of doubt, the parties acknowledge that where Item 7 of the Project Schedule specifies Building Approval and Detailed Design as a Pre-Construction Condition, that these requirements remain as Pre-Construction Conditions for the purposes of the Grant Agreement, despite the Department issuing a letter under clause 2.4(c).
- (d) Despite the issuing of any correspondence under this clause 2.4, the Recipient acknowledges that the Department is relying on the information provided by the Recipient and is not admitting or accepting that the Recipient has complied with the Grant Agreement.

2.5 Contractors and internal professional staff

- (a) The Recipient will:
 - (i) ensure each of its contractors and its internal professional staff, are suitably skilled, hold the relevant licenses in Queensland, and perform work on the Project in accordance with the requirements of the Grant Agreement;
 - (ii) engage its contractors using the appropriate conditions of contract for the relevant construction methods and values;
 - (iii) ensure that each contractor effects and maintain insurance policies for the types, amounts and for the periods specified in Item 12 of the Project Schedule; and
 - (iv) ensure each contract entered into with a contractor is consistent with the Grant Agreement and that the terms and conditions of that contract, at a minimum, require that the contractor comply with the Grant Agreement as if the contractor was the Recipient, including (but not limited to) clauses 2.1(j), 6, 7, 11 and 12;
 - (v) where the Project involves the alteration, addition, refurbishment or demolition of a building which contains asbestos materials, ensure each contract entered into with a contractor requires dealing with asbestos in compliance with all applicable laws, including the *Work Health and Safety Regulation 2011* (Qld); and
 - (vi) ensure that each contractor complies with its contract.
- (b) The Recipient will ensure that the contractor ensures that any derivative contract entered into by a contractor (including with subcontractors) complies with the requirements in clause 2.5(a).
- (c) The Recipient acknowledges that engaging a contractor will not relieve the Recipient from any liability or obligation under the Grant Agreement. The Recipient is and remains liable under the Grant Agreement for the acts or omissions of any contractor engaged at any time during the Term in relation to the Project.
- (d) Where a portion of the Project is undertaken by an internal staff member or business unit of the Recipient, then the Recipient acknowledges that the staff costs and fees of these staff members and business units are Ineligible Items, unless the Recipient obtains the Department's prior written approval otherwise.
- (e) The Recipient must provide the Department with the name and contact details of the Project Manager and any other information about the Project Manager, as may be requested by the Department.
- (f) If, during the Term, there is a proposed change of person acting as Project Manager, the Recipient must immediately notify the Department, and must provide the Department with the name and contact details of the replacement Project Manager and any other information as may be requested by the Department.

2.6 Tendering and quotations

- (a) The Recipient must undertake each procurement process in accordance with the requirements contained in Item 9 of the Project Schedule, to ensure value for money, transparency of process and accountability of public funds.
- (b) Where the total value of quotations exceeds the Estimated Total Project Cost, the Recipient must advise the Department immediately.

- (c) Where any component of the Project is undertaken by an internal division of the Recipient or by members or Representatives of the Recipient, the cost must be validated by a quotation process or other documentation acceptable to the Department.

2.7 Project Control Group

- (a) If Item 3 of the Project Schedule specifies that a Project Control Group must be established, then this clause 2.7 applies to the Grant Agreement, and if Item 3 of the Project Schedule specifies that a Project Control Group is not required this clause 2.7 does not apply to the Grant Agreement.
- (b) A Project Control Group must be promptly established by the Recipient either:
 - (i) where a Project Manager is required under Item 3 of the Project Schedule, then upon the engagement of the Project Manager; or
 - (ii) where a Project Manager is not required under Item 3 of the Project Schedule, then within 20 Business Days of the date the last party signed the Project Schedule.
- (c) The Project Control Group must include at least one representative of the Department.
- (d) The Project Control Group will consist of either:
 - (i) the members of the Project Control Group specified in Item 3 of the Project Schedule; or
 - (ii) where specified in Item 3 of the Project Schedule that the members are to be selected by the Recipient (except in the case of the Department), then the members notified by the Recipient under clause 2.7(e) and one representative of the Department.
- (e) Where Item 3 of the Project Schedule does not specify the Project Control Group members and the members are to be selected by the Recipient (except in the case of the Department), the Recipient must promptly notify the Department after establishing the Project Control Group, of the members. If during the Term, there is a change to the members of the Project Control Group which were nominated by the Recipient, the Recipient must immediately notify the Department and provide the Department with the name and contact details of the representative of the replacement member and any other information as may be requested by the Department.
- (f) All members must be invited to attend each Project Control Group meeting. A quorum for the Project Control Group requires the attendance of all of the members specified in clause 2.7(c).
- (g) The Project Control Group must meet at a minimum each calendar month from the Project Start Date to the Date of Practical Completion
- (h) Project Control Group members may attend a Project Control Group meeting in person or by telephone, skype or other means agreed.
- (i) The Recipient must ensure that the relevant monthly progress report is available and provided to the members of the Project Control Group before the monthly meeting, for discussion at the Project Control Group meeting.
- (j) A member may invite persons (in addition to the Project Control Group members) to attend Project Control Group meetings, as non-voting members.
- (k) Any matters to be decided by the Project Control Group must be decided by a majority of the votes of the members specified in Item 3 of the Project Schedule, present and voting.
- (l) Each member present at a Project Control Group meeting has one vote on each question to be decided and, if the votes are equal, the Department has a casting vote. A member present at a Project Control Group meeting who abstains from voting is taken to have voted for the negative.
- (m) The Project Control Group does not have any power or authority to affect or vary the legal obligations of the Recipient or the Department, but will be a facilitative body to facilitate and encourage engagement between the Department and the Recipient in relation to the Project.
- (n) A Department or the Recipient may, from time to time, change its representative on the Project Control Group by written notice to the other party.

2.8 Separable Portions projects

- (a) Where Item 3 of the Project Schedule specifies that the Project is a Separable Portions project then this clause 2.8 applies. For clarity, this clause 2.8 does not apply to a Project that is not a Separable Portions project, and does not apply to the Grant Agreement.
- (b) The Recipient acknowledges and agrees that:
 - (i) all requirements and obligations in the Grant Agreement apply to each and all separable portions of the Project, unless specifically mentioned otherwise; and
 - (ii) that the Pre-Construction Conditions, Construction Conditions and Post-Construction Conditions must be carried out for both Separable Portion A and for Separable Portion B.
- (c) The parties agree:
 - (i) that for the purposes of clause 3.2(c), the references to Final Eligible Project Costs, Recipient's Contribution and Funding are taken to be references to the amounts relating to each separable portion of the Project.
 - (ii) the following obligations apply in addition to those contained in clause 5.1(a) :
 - (A) subject to clause 2.8(c)(ii)(B), the Recipient must use the Separable Portion A Amount only for Separable Portion A and the Separable Portion B Amount only for Separable Portion B;
 - (B) where, at Practical Completion of Separable Portion A, there is an amount of the Separable Portion A Amount that remains unspent or uncommitted as identified by the Recipient and agreed to by the Department, the Recipient may use this remaining amount for Separable Portion B and this remaining amount will be part of the Separable Portion B Amount for the purposes of the Grant Agreement; and
 - (C) where the Recipient identifies as part of undertaking the Pre-Construction Conditions that it would like to change the amount of Funding allocated to each separable portion (provided that the maximum amount of Funding remains unchanged), the Recipient must request prior approval from the Department. If the Department agrees to the request, this will be documented as a variation to the Grant Agreement by a document signed by both parties; and
 - (iii) that for the purposes of clause 5.3, the reconciliation will be carried out for each separable portion and the references in clause 5.3, to Final Eligible Project Costs and Estimated Total Project Costs are taken to be references to the project costs for the relevant separable portion.

3. Department's obligations

3.1 Assistance

- (a) From time to time, the Department may provide technical expertise and assistance to the Recipient in relation to the Project (in the form and to the extent, determined by the Department in its sole discretion), where either:
 - (i) the Recipient requests such assistance, or
 - (ii) the Department deems it necessary to provide such assistance, in its absolute discretion.
- (b) The Recipient agrees to work co-operatively with the Department where assistance is being provided under clause 3.1(a).
- (c) The Recipient acknowledges that the Department providing assistance under this clause 3.1 does not relieve the Recipient from any liability or obligation under the Grant Agreement.

3.2 Funding

- (a) Subject to the terms of the Grant Agreement (including the reconciliation in clause 5.3(a)), the Department will provide Funds in the instalments (if any) and at the times specified in Item 6 of the Project Schedule.

- (b) Payments will be paid by electronic transfer. Payment by way of electronic transfer is subject to the Recipient completing the *Payment by Electronic Funds Transfer* form provided by the Department and providing (if required in the Project Schedule) either a bank statement which details the Recipient's account information or a letter from the financial institution with details of the Recipient's account for the payment of the Funding.
- (c) The final Funding amount to be paid to (and/or retained by) the Recipient, will be calculated as follows:
 - (i) where Item 5 of the Project Schedule specifies a Funding Percentage, then the lesser of:
 - (A) the maximum amount of the Funding specified in Item 5 of the Project Schedule; or
 - (B) the Funding Percentage of the amount that is the Final Eligible Project Costs less the Recipient's Contribution; or
 - (ii) where Item 5 of the Project Schedule does not specify a Funding Percentage, then the lesser of:
 - (A) the maximum amount of the Funding specified in Item 5 of the Project Schedule; or
 - (B) the amount that is the Final Eligible Project Costs less the Recipient's Contribution.
- (d) The Department will not make any payment of Funding for:
 - (i) expenditure incurred prior to the Project Start Date, unless the Department has otherwise agreed in writing;
 - (ii) for expenditure on Ineligible Items;
 - (iii) components of the Project undertaken by the Recipient as in-kind support or undertaken by existing salaried staff as part of their duties for the Recipient;
 - (iv) expenses and costs related to the Recipient's salaried staff (including the Project Manager or other consultants) engaged in or engaging in work on the Project;
 - (v) expenditure not in accordance with the terms of the Grant Agreement; or
 - (vi) expenditure after the earlier of:
 - (A) the Project Compliance Report Due Date; or
 - (B) the date that the Project Compliance Report is submitted to the Department.
- (e) The Department may in its absolute discretion, withhold payment of an instalment of the Funding to the Recipient until:
 - (i) the Recipient has submitted to the Department, to the Department's satisfaction, all Reports due on or before the payment date for the instalment;
 - (ii) the Recipient has issued a tax invoice (only applicable where an RCTI has not issued under clause 14.5), to the Department for the instalment;
 - (iii) the Recipient has resolved any outstanding issues with the Department (including outstanding items for other funding provided by the Department) within the required time limit;
 - (iv) the Recipient has resolved any outstanding issues with Office of Fair Trading;
 - (v) the Department is reasonably satisfied that the Recipient is not otherwise in breach of the Grant Agreement or any other agreement or deed with the Department; and
 - (vi) the Department is reasonably satisfied with the progress of the Project.
- (f) Any payment to the Recipient by the Department is not an admission or acceptance by the Department that the Recipient has complied with the Grant Agreement.

3.3 No further funding

- (a) The Recipient acknowledges that the Department has no obligation to provide the Recipient with funding or assistance of any kind:
 - (i) in excess of the Funding;
 - (ii) in relation to ongoing maintenance or capital costs; or
 - (iii) beyond the Term.
- (b) For the avoidance of doubt, the Recipient is responsible for acquiring and/or providing any additional funds, materials or equipment in excess of the Funding required to carry out or complete the Project.

4. Project management

- (a) The Recipient's Contact Officer is responsible for:
 - (i) receiving communications;
 - (ii) liaising with the Department, the contractor and the Project Manager (if any);
 - (iii) ensuring the Recipient meets its reporting and acquittal obligations;
 - (iv) ensuring that the Recipient otherwise complies with its obligations under the Grant Agreement; and
 - (v) responding to requests or directions,
on behalf of the Recipient.
- (b) The Recipient must nominate an Accountable Officer responsible for issuing and signing notices on behalf of the Recipient.
- (c) The Department's Contact Officer is responsible for:
 - (i) receiving communications;
 - (ii) issuing and signing notices; and
 - (iii) responding to requests or directions,
on behalf of the Department.
- (d) A party may, from time to time, change the Contact Officer by written notice to the other party in accordance with clause 17.

5. Use of the Funding

5.1 Expenditure of the Funding

The Recipient must:

- (a) use the Funding only for the Project and on Eligible Expenditure, and in accordance with the Grant Agreement;
- (b) not use any or all of the Funding, without the Department's prior written approval, to:
 - (i) provide security, make a loan or gift for any purpose;
 - (ii) make payments that are not associated with the Project;
 - (iii) pay sitting fees to directors, management committee members, members of the Recipient's organisation or any other person;
 - (iv) reimburse for expenses incurred prior to the Commencement Date and for Ineligible Items;
 - (v) relieve cash flow problems in the delivery of the Recipient's other services or activities funded from other sources; or
 - (vi) reimburse Project costs funded under another Queensland State Government program;

- (c) hold the Funding in an account in the Recipient's name and in the Recipient's sole control, with an Approved Financial Institution; and
- (d) keep a record of the date, amount, recipient and purpose of any cash cheque issued or cash advance made using the Funding.

5.2 Misapplied Funding

- (a) If the Recipient uses the Funding other than in accordance with the Grant Agreement **(Misapplied Funds)**:
 - (i) the Department may, by written notice, require the Recipient to refund the Misapplied Funds; and
 - (ii) if the Department exercises its rights under clause 5.2(a)(i), then the Recipient must within 10 Business Days of receipt of the notice refund the Misapplied Funds plus any interest on it calculated on daily balances at the rate per annum determined by the Supreme Court of Queensland on judgments by default as applicable at the date of the Department's notice and is fully capitalised on the last day of each month if unpaid; and
 - (iii) if the Misapplied Funds are not repaid in accordance with clause 5.2(a)(ii), the Department may:
 - (A) recover the amount as a liquidated debt due to the Department; or
 - (B) set the amount off against any other amount payable by the Department to the Recipient, whether under the Grant Agreement or otherwise.
- (b) Nothing in this clause 5.2 affects the accrued rights or remedies of the Department, including the right to terminate the Grant Agreement in accordance with clause 16.4.
- (c) Where the Department becomes aware of Misapplied Funds after the Term, clause 5.2(a) will apply in accordance with clause 16.7(b).

5.3 Reconciliation and unspent funds held by the Recipient

- (a) On or before the submission of the final financial acquittal (as part of any Report or other requirement of a Grant Agreement) or upon early termination of a Grant Agreement, the Department will undertake a reconciliation of the Funding paid to the Recipient under that Grant Agreement based on:
 - (i) the Final Eligible Project Costs less the Recipient's Contribution, or
 - (ii) in the case of early termination of a Grant Agreement, the Eligible Project Costs to the date of termination less the Recipient's Contribution.

For clarity, where the Final Eligible Project Costs are less than the Estimated Total Project Costs, the Recipient's Contribution will remain unchanged and the amount of Funding will be reduced.

- (b) If, at the time of the reconciliation conducted in accordance with clause 5.3(a) above or on termination the Grant Agreement, there remains an amount of the Funding where the Recipient has failed to account for expenditure of the Funding in accordance with clause 6, or that has not been spent by the Recipient in accordance with the terms of the Grant Agreement (including where, based on the Final Eligible Project Costs less the Recipient's Contribution, the Recipient was paid more than the Department is required to pay as calculated under clause 3.2(c)) ('**Unspent Funds**'), then:
 - (i) the Recipient must refund the Unspent Funds to the Department within 10 Business Days of termination or expiration of the Grant Agreement; and
 - (ii) notwithstanding clause 5.3(b) the Department may by written notice consent to the Recipient retaining all or part of the Unspent Funds and, if the Department so consents, the Recipient must expend the Unspent Funds for an approved purpose on terms and conditions agreed in writing by the Department (including as contained in the notice from the Department).

6. Reporting and financial accountability

- (a) The Recipient must:
- (i) submit all Reports (and any supporting documentation requested by the Department) to the Department:
 - (A) in the form and format requested by the Department;
 - (B) for the reporting periods (if applicable);
 - (C) containing the information (including showing expenditure of the Funding as required by the Grant Agreement); and
 - (D) by the dates,
specified in Item 8 of the Project Schedule, unless the Department directs otherwise in writing;
 - (ii) complete each Report to the Department's satisfaction;
 - (iii) promptly provide to the Department any other information or material about the Recipient, the Project, the Funding or any other matter in connection with the Grant Agreement as requested in writing by the Department;
 - (iv) to the extent that a Report contains Personal Information, obtain all written consents necessary for the Recipient and Department to use and disclose the Reports:
 - (A) for purposes related to the Project or Program and its subject matter;
 - (B) for the Department's internal, non-commercial purposes; and
 - (C) in accordance with established governmental policies and procedures or for public accountability purposes;
 - (v) where the Recipient's Contribution includes in-kind support of services or resources, apply the following rates for the purposes of reporting:
 - (A) professional labour e.g. architects, engineers, surveyors, certifiers, project managers - is to be costed at the hourly market rate for the service provided;
 - (B) skilled labour e.g. bricklayer, carpenter, painter, plumber, electrician - is to be costed at the hourly market rate for the service provided; and
 - (C) resources - items are to be costed at market rate;
 - (vi) upon written request, provide the Department with:
 - (A) financial statements that the Recipient is required to lodge under its incorporating legislation, including a declaration from the Recipient's chief executive officer or equivalent stating that the Funding has been used in the relevant financial year in which the Project is conducted; or
 - (B) an audited financial statement for each financial year, including a statement by the auditor that the audited financial statement is true and correct and whether in his/her opinion there are any receipts, outgoings and expenditures received or incurred by the Recipient that were not received or incurred in carrying out the Project; and
 - (vii) co-operate fully with the Department (and its Representatives), if the Department undertakes an evaluation (or engages a third party to undertake an evaluation) of the Program or the Project.
- (b) The Recipient consents to the Department's use and disclosure (including disclosure to third parties) of the Reports and additional documentation provided under clause 6(a)(iii) for the following purposes:
- (i) purposes related to the Project or Program and its subject matter;
 - (ii) the Department's internal, non-commercial purposes; and

- (iii) in accordance with established governmental policies and procedures or for public accountability purposes.
- (c) The Department may return to the Recipient any Report which is not completed to the Department's satisfaction. The Recipient must complete the returned Report to the Department's satisfaction and resubmit the Report to the Department promptly.
- (d) The Department may request that the Recipient provide further information or documents in relation to a Report and the Recipient must promptly provide such information or documents requested by the Department.
- (e) The Recipient acknowledges that if it fails to provide Reports showing expenditure of the Funding in accordance with clause 6, the Recipient's eligibility to receive a future grant from the Department may be affected.

7. Records, audit and access

- (a) The Recipient must keep:
 - (i) a separate record of all financial transactions incurred in carrying out the Project, and expenditure and income relating to the Project must be separately identifiable in the Recipient's financial records;
 - (ii) all financial documentation, proper and adequate records, accounts and supporting documents in accordance with generally accepted accounting principles and as required by law, about all aspects of the Project, including records about the performance of the Project and whether time frames and performance requirements are met; and
 - (iii) all records in secure storage for at least 7 years after the Expiry Date.
- (b) The Recipient will give, and will procure its Representatives to give, upon reasonable notice and during normal business hours, full and free access and reasonable assistance to the Department, its Representatives and nominated auditors to:
 - (i) speak to the persons associated with the Project;
 - (ii) examine, inspect and copy any material, including any books and records, in the possession or control of the Recipient which is relevant to the Grant Agreement, including providing all necessary facilities for that purpose;
 - (iii) examine and inspect the Project; and
 - (iv) locate and make copies of any of the Recipient's accounts, records, documents and other material that relate directly or indirectly to the receipt, expenditure, or payment of the Funding or the Project.
- (c) The Department's right of access under clause 7(b) may be exercised for any reasonable purpose relating to the Grant Agreement, including for financial or compliance audits, or reviews of the Recipient's performance of the Grant Agreement.
- (d) The Recipient consents to the Department providing to law enforcement agencies, any audit report produced as a result of an audit conducted under this clause 7.
- (e) Without limiting the Department's rights under the Grant Agreement, the Recipient acknowledges that the Department may conduct an audit of a sample of Projects under each round of the Program.
- (f) When accessing premises and/or records in accordance with clause 7(b), the Department will use its best endeavours to minimise interference to the Recipient's employees and the conduct of the Project.
- (g) For the purposes of this clause 7 the Department's nominated auditor may be a person with suitable qualifications as determined by the Department.
- (h) The Recipient must promptly provide any information requested in writing by the Department, its Representatives or its nominated auditors concerning any aspect of the Project or the Funding or any term of the Grant Agreement.

8. Title to and use of assets

- (a) The Recipient acknowledges that the Department is funding the Project for the public benefit, which includes allowing members of the public reasonable access to, and rights of use of, the Project upon completion.
- (b) The Recipient must ensure that the intended purpose, use and operation of the Project continue for a period of at least 3 years after the Date of Practical Completion.
- (c) Subject to any existing legal obligations imposed on the Recipient, where the Recipient wishes, within the term of the Grant Agreement or within the period of 3 years from the Date of Practical Completion, to dispose of its interest in the Project or the Project Site, the Recipient must first offer its interest in the Project or the Project Site to the Department at market value less the amount of Funding paid under the Grant Agreement. If the Department does not wish to acquire the Project or the Project Site, or the parties cannot agree upon the terms of a transfer to the Department, the Department will not unreasonably withhold its consent to a transfer to a third party.
- (d) The Department may, as a condition of granting its consent to a transfer under this clause 8 require the Recipient to repay to the Department a proportion of the Funding. The proportion will be calculated as at the date of the Recipient's request as follows:
 - (i) if the request is made prior to the Date of Practical Completion: 100% of the Funding provided to that date;
 - (ii) if the request is made within 3 years of the Date of Practical Completion:

$$\frac{((36 - \text{number of calendar months since the Date of Practical Completion}) \times \text{Funding})}{36}$$

9. Intellectual Property Rights and use of information

9.1 Intellectual Property Rights

- (a) Nothing in the Grant Agreement affects ownership of Background IP.
- (b) The Recipient warrants that to the best of its knowledge and belief at the Commencement Date:
 - (i) it owns its Background IP; or
 - (ii) otherwise has the right to use its Background IP in accordance with the Grant Agreement, including the right to sub-license to the Department under clause 9.1(d).
- (c) All rights in and title to the Project Material and Reports will vest, upon creation, in the Recipient, unless otherwise specified in the Project Schedule.
- (d) The Recipient grants to the Department a non-exclusive, worldwide, perpetual, irrevocable, royalty-free licence (including a right to sub-license) to use, communicate, reproduce, publish, adapt and modify:
 - (i) the Project Material;
 - (ii) the Recipient's Background IP to the extent necessary to exercise the rights granted under the licence to the Project Material; and
 - (iii) the Reports (including photographs in the Reports provided pursuant to the obligations in Item 8 of the Project Schedule),
 for the Department's non-commercial purposes.
- (e) Prior to any individual whose work involves the creation of Intellectual Property commencing work on the Project, the Recipient must obtain from that individual, in writing, (and provide to the Department upon request), a consent to any act or omission by the Recipient and the Department which would otherwise infringe the Moral Rights of that individual.
- (f) The Recipient will do all things necessary (including obtaining consents) to ensure:
 - (i) the vesting of the Project Material and Reports in accordance with clause 9.1(c); and
 - (ii) the licensing of the Project Material and Reports in accordance with clause 9.1(d).

9.2 Disclosure of information

The Recipient agrees that the Department may disclose the following information (including, without limitation, the Recipient's Confidential Information), publicly or to a third party, including the Minister administering the Department; the Parliament of the State of Queensland; any Commonwealth department; Queensland Government department, agency, authority or Minister, or their advisers:

- (a) some or all of the information contained in the funding application or the Grant Agreement, to publicise funding arrangements and programs of the Department;
- (b) the Recipient's general details and information concerning the Project, to publicise funding arrangements and programs of the Department; or
- (c) any information, for the purposes of undertaking an audit or an evaluation of the Grant Agreement or the Program.

10. Conflict of interest

- (a) The Recipient warrants that, to the best of its knowledge and belief, after making diligent inquiries as at the date of signing the Grant Agreement, no Conflict of Interest exists.
- (b) The Recipient must not have, and must take all reasonable measures to ensure its Representatives do not have, a Conflict of Interest.
- (c) If, during the Term, a Conflict of Interest arises, or appears likely to arise, the Recipient will notify the Department immediately in writing and take such steps to resolve or otherwise deal with the conflict to the Department's satisfaction.
- (d) If the Department is given notice of a Conflict of Interest pursuant to clause 10(c) or if the Department otherwise identifies that a Conflict of Interest exists, the Department may:
 - (i) direct the Recipient as to how to manage the Conflict of Interest and the Recipient must comply with any reasonable direction so given by the Department; or
 - (ii) terminate the Grant Agreement in accordance with clause 16.4.
- (e) The Recipient must keep a record of each Conflict of Interest that arises and how it was managed.

11. Confidentiality

11.1 Confidential Information

Subject to clause 11.2, the Recipient must not:

- (a) disclose the Department's Confidential Information to a third party; or
- (b) use the Department's Confidential Information other than for the purpose of performing the Grant Agreement.

11.2 Exceptions

The Recipient may disclose the Department's Confidential Information:

- (a) with the Department's prior written consent (including any consent specified in the Grant Agreement);
- (b) to a professional adviser, financial adviser, banker, financier or auditor if that person is obliged to keep the information disclosed confidential;
- (c) to any of its Representatives who are bound to keep the information confidential and to whom it is necessary to disclose the information;
- (d) to comply with the law, or a requirement of a regulatory body (including any relevant stock exchange); and
- (e) to the extent necessary to enforce its rights or defend a claim or action under the Grant Agreement.

11.3 Breach of confidentiality

- (a) If the Recipient becomes aware of a suspected or actual breach of this clause 11, the Recipient will immediately notify the Department and take reasonable steps required to prevent or stop the suspected or actual breach.
- (b) The parties acknowledge and accept that damages will be an inadequate remedy for a breach of this clause 11.

11.4 Return of Confidential Information

- (a) Subject to clause 11.4(b) or the Recipient needing to retain Confidential Information to properly exercise its rights to the Intellectual Property Rights granted pursuant to the Grant Agreement, upon termination or expiration of the Grant Agreement or when otherwise directed by the Department, the Recipient will return or destroy (at the Department's discretion and as advised by the Department) material containing Confidential Information, subject to any record-keeping requirements at law or for reasonable internal credit, risk, insurance and legal responsibilities.
- (b) The Recipient will not be required to destroy copies of any computer records or files containing the Confidential Information which have been created pursuant to automatic archiving or back-up procedures on secured central storage servers and which cannot reasonably be deleted.

11.5 Recipient's undertaking

- (a) The Recipient must make every reasonable effort to ensure that its Representatives are aware of and comply with the obligations of confidentiality in this clause 11.
- (b) The Department may, at any time, require the Recipient to arrange for its Representatives engaged in the Project, to give written undertakings in a form reasonably required by the Department relating to the non-disclosure of Confidential Information under this clause 11.

12. Privacy and Personal Information

- (a) This clause 12 applies where the Grant Agreement amounts to a "service arrangement" under the *Information Privacy Act 2009* (Qld) (IPA).
- (b) If the Recipient collects or has access to Personal Information as defined under IPA in order to undertake the Project, the Recipient must comply with Parts 1 and 3 of Chapter 2 of IPA in relation to the discharge of its obligations under the Grant Agreement (including its obligations regarding Reports) as if the Recipient was the Department.

13. Liability and indemnity

- (a) The Recipient releases to the full extent permitted by law, the Department and its Representatives from all actions, claims, proceedings or demands and in respect of any loss, death, injury, illness or damage (whether personal or property, and whether special, direct, indirect or consequential, including consequential financial loss) arising from or in connection with the Project or the Grant Agreement.
- (b) The liability of the Department under or in connection with the Grant Agreement is limited in aggregate to the amount of the Funding.
- (c) The Department and its Representatives will not in any circumstances (including for negligence) be liable for any loss of revenue, loss of profit, loss of anticipated savings or business, loss of opportunity (including opportunity to enter into or complete arrangements with third parties), loss of data or goodwill, loss of reputation or any other indirect or consequential loss whether arising in contract, tort (including negligence) or otherwise, in connection with the Project or the Grant Agreement.
- (d) The Recipient is liable for and indemnifies the Department and its Representatives against all liability, loss, costs and expenses (including any actions, claims, proceedings or demand brought by any third party, and any legal fees, costs and disbursements on a solicitor and own client basis) arising from or incurred in connection with:
 - (i) the Project;
 - (ii) any default by the Recipient or the Recipient's Representatives under the Grant Agreement;

- (iii) any unlawful, wilful or negligent act or omission of the Recipient, the Recipient's Representatives or any person for whose conduct the Recipient is liable;
 - (iv) personal injury (including sickness and death) or property damage or loss in connection with the performance (or attempted or purported performance or non-performance) of the Grant Agreement or a breach of the Grant Agreement by the Recipient; or
 - (v) any infringement or alleged infringement of any Intellectual Property Rights or Moral Rights.
- (e) The Recipient's liability to indemnify the Department under clause 13(d) will be reduced proportionally to the extent that any negligent act or omission or breach of the Grant Agreement by the Department caused the loss or liability.
 - (f) The indemnity granted in clause 13(d) is in addition to and not exclusive of any other remedies the Department may have against the Recipient at law.
 - (g) It is not necessary for the Department to incur expense or to make a payment before enforcing a right of indemnity conferred by the Grant Agreement.

14. GST

14.1 Interpretation

Words defined in the GST Law have the same meaning in this clause 14.

14.2 Amounts exclusive of GST

- (a) All monetary amounts stated in the Grant Agreement are exclusive of GST.
- (b) Where the Recipient is registered for GST, the Department will pay the GST amount at the same time as paying the Funding.
- (c) Where the Recipient is not registered for GST, the GST amount will not be added to the Funding, and the Department will issue an advice of payment of the Funding.

14.3 Adjustment

If, for any reason, including:

- (a) any amendment to the GST Law;
- (b) the issue of a ruling or advice by the Commissioner of Taxation;
- (c) a refund in respect of a supply made under the Grant Agreement; or
- (d) a decision of any tribunal or court,

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

14.4 Exchange of information

The parties agree to exchange such information as is necessary to enable each party to accurately assess its rights and obligations under this clause 14.

14.5 RCTI

- (a) Where the Recipient is registered for GST, the Recipient agrees to allow the Department to issue the Recipient with a Recipient Created Tax Invoice (**RCTI**) in respect of GST applicable to advances of the Funding.
- (b) The following requirements will apply for the Term:
 - (i) the Department can issue the Recipient with an RCTI in respect of the supplies;
 - (ii) the Recipient will not issue tax invoices in respect of the supplies for which the Department issues RCTIs;
 - (iii) the Recipient acknowledges that it is registered for GST and agrees to notify the Department if the Recipient ceases to be registered;

- (iv) the Department acknowledges that it is registered for GST and agrees to notify the Recipient if the Department ceases to be registered for GST; and
- (v) both parties to this supply agree that they are parties to an RCTI agreement as outlined in GSTR2000/10.
- (c) By fulfilling all the above conditions the Department will issue an RCTI upon each payment made to the Recipient under the Grant Agreement.

14.6 Non-GST Registered

Where the Recipient is not registered for GST, the Recipient must provide the GST exclusive amounts when providing Reports.

15. Dispute resolution

15.1 Dispute resolution process

- (a) Subject to clause 15.3, the parties will adhere to the following procedure in relation to disputes arising from the Grant Agreement, prior to the commencement of litigation or other external dispute resolution procedure.
- (b) The Contact Officer for a party may notify the other in writing of the occurrence of a dispute (**Dispute Notice**) and the Contact Officers will try to resolve the dispute through negotiation.
- (c) If the Contact Officers are unable to resolve the dispute within 15 Business Days from the receipt of the Dispute Notice, the dispute will be referred to:
 - (i) for the Recipient, the person holding the position of Chief Executive Officer (or equivalent); and
 - (ii) for the Department, the Deputy Director General or the Director General of the Department,for resolution.
- (d) If the dispute is not resolved within 15 Business Days after its referral to the representatives of each of the parties listed in clause 15.1(c), either party may refer the dispute to a mediator agreed by the parties and on terms agreed by the parties, with costs to be shared equally between the parties.
- (e) If the parties cannot agree upon a mediator or terms, either party may request the President of the Queensland Law Society to nominate a mediator or settle terms.

15.2 Continuity during dispute

Notwithstanding the existence of a dispute, each party will continue to perform its obligations under the Grant Agreement.

15.3 Urgent interlocutory relief

Nothing in this clause prevents either party from commencing court proceedings relating to any dispute arising from the Grant Agreement at any time where that party seeks urgent interlocutory relief.

16. Term, suspension of Funding and termination

16.1 Term

Subject to the parties signing the Project Schedule in accordance with clause 1(b), the Grant Agreement commences on the Commencement Date and continues until the Expiry Date, unless terminated earlier in accordance with the Grant Agreement (**Term**).

16.2 Suspension of Funding

If, in the Department's reasonable opinion, the Recipient has:

- (a) failed to progress the Project in a timely manner;
- (b) expended the Funding otherwise than in accordance with clause 5;

- (c) not provided any information or Reports as required by the Grant Agreement or requested by the Department;
- (d) failed to comply with any relevant legislation; or
- (e) otherwise failed to comply with an obligation under the Grant Agreement or any other agreement or deed with the Department,

then the Department may suspend payment of all or part of the Funding to the Recipient for a period of time and on specified conditions as notified by the Department.

16.3 Termination or reduction in Term or scope of the Project for convenience

- (a) The Department may, at any time, by reasonable written notice, terminate the Grant Agreement or reduce the Term or scope of the Project for convenience, including for a Machinery of Government Change.
- (b) If a Grant Agreement is terminated by the Department under clause 16.3, the Department will pay the Recipient's reasonable costs (if any) that have been or will be incurred by the Recipient as a direct result of the termination of the Grant Agreement and which the Recipient cannot recoup or avoid and which would not otherwise have been incurred by the Recipient if the Grant Agreement had continued until the expiry of the Term, subject to the Recipient providing satisfactory evidence to the Department of the reasonable costs being claimed. The Department's liability under this clause 16.3(b) is limited to the amount of Funding payable as specified in the Project Schedule.

16.4 Termination for cause

The Department may terminate the Grant Agreement by written notice with immediate effect if:

- (a) the Recipient:
 - (i) notifies the Department that it is unable or unwilling to commence or continue with the Project;
 - (ii) uses or applies any part of the Funding other than in accordance with the Grant Agreement;
 - (iii) fails to undertake the Project in accordance with the Grant Agreement;
 - (iv) otherwise breaches a term of the Grant Agreement which is not capable of being remedied;
 - (v) otherwise breaches a term of the Grant Agreement (including but not limited to the provision of a Report) which is capable of being remedied and fails to remedy that breach within 30 days after receiving notice requiring it to do so;
 - (vi) is no longer eligible pursuant to the Program Guidelines to continue receiving the Funding;
 - (vii) fails to make a report required by clause 2.3(e) or clause 2.3(f);
 - (viii) fails to refund Misapplied Funds following receipt of a notice, in accordance with clause 5.2; or
 - (ix) is or becomes Insolvent but only when and to the extent that there is no bar for enforcing that right under the *Corporations Act 2001*; or
- (b) an allegation or incident has occurred as detailed in clause 2.2(d) or clause 2.3(f).

16.5 Effect of termination or reduction of Term or scope of the Project

- (a) On receipt of a notice of termination or reduction under clause 16.3 or 16.4:
 - (i) each party must take all available steps to minimise any loss resulting from the termination or reduction;
 - (ii) the Department will have no further obligation to pay the Funds (or any instalment) to the Recipient and will have no further claim against the Department, except as provided for under clause 16.3(b); and

- (iii) the Recipient must:
 - (A) immediately stop carrying out its obligations in relation to the Project as specified in the notice;
 - (B) continue to carry out any part of the Project not affected by the notice; and
 - (C) provide written evidence to the Department's satisfaction of the amounts (if any) claimed as reasonable costs under clauses 16.3(b) and 16.5(c)(ii).
- (b) If the Term or the scope of the Project is reduced under clause 16.3, the Department may vary the Funding in accordance with the reduced scope of the Project or Term.
- (c) Where the Funding is reduced under clause 16.5(b), the Department will:
 - (i) pay to the Recipient the Funding instalments that were due up to the date of the reduction; and
 - (ii) pay to the Recipient the reasonable costs (if any) that have been or will be incurred by the Recipient as a direct result of the reduction of the Funding and which the Recipient cannot recoup or avoid and which would not otherwise have been incurred by the Recipient if the Funding amount had continued unaltered until the expiry of the Term. The Department's liability under this clause 16.5(c) is limited to the amount of Funding payable as specified in the Project Schedule.
- (d) For the avoidance of doubt, clauses 13(b) and 13(c) apply to any termination of or change to the Grant Agreement under clause 16.

16.6 Obligations after termination or expiration

- (a) The Recipient must, upon termination or expiry of the Grant Agreement, provide all assistance requested by the Department to facilitate the smooth transition of any relevant information, knowledge or systems from the Recipient to the Department or to a third party (if requested by the Department).
- (b) Within 20 Business Days of the termination or expiry of the Grant Agreement, the Recipient must deliver to the Department:
 - (i) all Reports and documents due under the Grant Agreement as at the date of termination or expiration;
 - (ii) a cheque or transfer for the amount of any funds repayable to the Department under clause 5.2 and/or clause 5.3, plus any accrued interest as at the date of termination or expiration; and
 - (iii) in the case of termination of the Grant Agreement, a final Report detailing the present status of the Project and the extent of achievement of the Project, and the information contained in Item 8 of the Project Schedule.

16.7 Pre-existing rights and survival

- (a) Termination in accordance with this clause 16 is without prejudice to any rights of either party under the Grant Agreement existing at the date of termination.
- (b) Clauses 5.2, 5.3(b)(ii), 6(a)(vii), 6(b), 7, 8, 9, 11, 12, 13, 15.1, 16.6, 16.7 and 18 survive expiration or termination of the Grant Agreement for any reason.

17. Notices

- (a) Each notice, consent, approval and demand in connection with the Grant Agreement to be given by either party to the other:
 - (i) must be in writing and must be signed (or sent in the case of email) by the party making it (or by a person duly authorised by that party);
 - (ii) must be addressed and delivered in accordance with Item 1 of the Project Schedule or as otherwise notified from time to time;
 - (iii) is deemed to be given:

- (A) where sent by pre-paid post – five (5) Business Days after the date of posting;
- (B) where delivered by hand during a Business Day – on the day of delivery; or
- (C) where sent by email – subject to clause 17(b), on the date recorded on the device from which the party sent the email, unless the sending party received an automated message that the email has not been delivered,

except that a delivery by hand or email taken to have been received after 5pm on a Business Day or at any time on a day that is not a Business Day, will be deemed to be given at 9.00 am on the next Business Day.

- (b) A notice, consent, approval and demand to be given under clauses 5.2, 5.3, 8, 16 or 18(f) which if sent via email must also be sent by post or hand delivery, and will not be deemed to be given until the notice is deemed to be delivered by post or hand delivery.

18. General

- (a) **Entire agreement** - To the extent permitted by law, in relation to its subject matter, the Grant Agreement embodies the entire understanding of the parties and constitutes the entire terms agreed by the parties and supersedes any prior written or other agreement of the parties.
- (b) **No relationship** - Nothing contained in the Grant Agreement will be taken as giving rise to any employment, agency, partnership or joint venture relationship between the parties.
- (c) **No representation or reliance** - The Recipient (including its Representatives):
 - (i) has no authority or power, and must not purport to have the authority or power, to bind the Department or make representations on behalf of the Department;
 - (ii) must not hold itself out or engage in any conduct or make any representation which may suggest to any person that the Recipient is for any purpose an employee, agent, partner or joint venturer with the Department; and
 - (iii) must not represent to any person that the Department is a party to the Project other than as a financial contributor or has guaranteed the performance or fulfilment of the objectives of the Project.
- (d) **Assignment** - A party must not assign, novate or subcontract the whole or any part of the Grant Agreement without the prior written consent of the other party except in circumstances where the Department assigns, novates or transfers in connection with a Machinery of Government Change.
- (e) **Amendments** - The Grant Agreement may only be varied by:
 - (i) a document signed by or on behalf of each party (including the Department's form titled 'Project Variation Request Form'); or
 - (ii) for a variation to the Due Date for one or more Pre-Construction Condition, of less than 3 months, by an email exchange between the parties using the email address for each party specified in Item 1 of the Project Schedule (or other email address as notified in writing). The *Electronic Transactions (Queensland) Act 2001* specifies applicable rules for time of dispatch (s23), time of receipt (s24), and place of dispatch and receipt (s25), which will apply unless otherwise agreed between the parties;
 - (iii) a Department approved application through the Department's grants management system; or
 - (iv) the Department issuing a new version of the Sport and Recreation Infrastructure Funding Terms and Conditions under clause 1(f).
- (f) **Waiver** - Failure to exercise or enforce, or a delay in exercising or enforcing, or the partial exercise or enforcement of, a right, power or remedy provided by law or under the Grant Agreement by a party does not preclude, or operate as a waiver of, the exercise or enforcement, or further exercise or enforcement, of that or any other right, power or remedy provided by law or under the Grant Agreement. No rights under the Grant Agreement will be waived except by notice in writing signed by each party.

- (g) **Further acts and documents** - Each party must promptly do all acts and deliver all documents (in form and content reasonably satisfactory to that party) required by law or reasonably requested by the other party to give effect to the Grant Agreement.
- (h) **Severance** - If at any time a provision of the Grant Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that will not affect or impair the legality, validity or enforceability in that jurisdiction of any other provision of the Grant Agreement.
- (i) **Expenses** - Except as otherwise provided in the Grant Agreement, each party must pay its own costs and expenses in connection with negotiating, preparing, executing and performing the Grant Agreement.
- (j) **Governing law** - The Grant Agreement is governed by and will be construed according to the law applying in Queensland.
- (k) **Jurisdiction** - Each party irrevocably submits to the non-exclusive jurisdiction of the courts of Queensland, and the courts competent to determine appeals from courts, with respect to any proceedings that may be brought at any time relating to the Grant Agreement.
- (l) **Counterparts** - A Grant Agreement may be entered into by each party signing the Project Schedule in separate counterparts. Each counterpart constitutes the agreement of each party which has executed and delivered that counterpart and, taken together, will constitute one agreement. The parties may communicate their signature by providing a copy of the signed counterpart by electronic means or by way of post to the other party.
- (m) **Discretion** - Where under the Grant Agreement:
 - (i) the Department's consent or approval is required to any act, omission, matter or thing; or
 - (ii) a right or discretion is conferred on the Department, including as denoted by the words 'the Department may' in any clause,
 then, unless stated otherwise, the consent, approval, right or discretion may be granted, withheld or exercised (as the case may be) by the Department at its absolute discretion and may, in the case of a consent or approval, be subject to such conditions as the Department determines.

19. Definitions and interpretation

19.1 Definitions

In the Grant Agreement, including all parts:

ABN means an Australian Business Number issued by the Australian Taxation Office.

Accountable Officer means the accountable officer of the Recipient specified in Item 1 of the Project Schedule or another person as appointed from time to time and notified to the Department.

Approved Financial Institution means a financial institution registered in Australia and operating as a bank, credit union or building society.

Background IP means Intellectual Property Rights which are made available by a party for the purpose of carrying out the Project and that are:

- (a) in existence at the Commencement Date; or
- (b) brought into existence after the Commencement Date other than as a result of the performance of the Project.

Business Day means a day that is not a Saturday, Sunday or a public holiday in Brisbane or the period between and including Christmas Day and New Year's Day.

Commencement Date means the commencement date of the Grant Agreement specified in Item 2 of the Project Schedule.

Confidential Information means all information, trade secrets and knowledge of or disclosed by a party (**Discloser**) to another party (**Receiver**) that:

- (a) is by its nature confidential;

- (b) is designated or marked by the Discloser as confidential; or
- (c) the Receiver knows or ought to know is confidential,

but does not include information which:

- (d) is or becomes public knowledge other than by breach of the Grant Agreement or any other confidentiality obligation; or
- (e) is independently developed by a party while having no knowledge of or access to the other party's Confidential Information.

Conflict of Interest means having an interest, affiliation or relationship, or owing an obligation, whether personal, professional, financial or otherwise, which conflicts, be anticipated to conflict or may reasonably be perceived as conflicting, with the Recipient's or its Representatives' ability to perform its obligations under the Grant Agreement fairly, objectively and independently.

Construction Conditions means the items and requirements to be undertaken by the Recipient as specified in Item 10 of the Project Schedule.

Construction Conditions End Date means the date specified in Item 10 of the Project Schedule by which all the Construction Conditions must be completed and evidence of completion provided to the Department.

Contact Officer means the contact person for each party specified in Item 1 of the Project Schedule or another person as appointed from time to time and notified to the other party.

Date of Practical Completion means the date that Practical Completion of the Project is achieved.

Eligible Expenditure means expenditure on Eligible Items directly related to the delivery of the Project.

Eligible Items means the items specified in Annexure A of the Project Schedule that are part of the Project and excludes Ineligible Items.

Estimated Total Project Costs means the amount specified in Item 5 of the Project Schedule.

Expiry Date means the expiry date of the Grant Agreement specified in Item 2 of the Project Schedule.

Final Eligible Project Costs means the total Eligible Expenditure expended on the Project exclusive of GST.

Funding or Funds means the funding provided by the Department to the Recipient, in accordance with clause 3.2(a) and adjusted in accordance with the reconciliation in clause 5.3(a), and once received by the Recipient, includes any money earned from interest on the Funds.

Funding Percentage means the percentage (if any) specified in Item 5 of the Project Schedule.

Grant Agreement means the agreement formed between the Recipient and the Department in accordance with clause 1(b) that incorporates these Terms and Conditions and other parts as specified in clause 1(d).

GST means a goods and services tax or any similar tax, levy or impost imposed by the Commonwealth of Australia.

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

Ineligible Items means items that are not Eligible Items (and includes, but is not limited to those items so specified in Annexure A of the Project Schedule, and Project costs funded under another Queensland State Government program).

Insolvent means the Recipient:

- (a) is or admits in writing that it is, or is declared to be, or is taken under any applicable law to be (for any purpose), insolvent or unable to pay its debts;
- (b) becomes subject to any form of external administration;
- (c) enters into an arrangement with the Recipient's creditors or otherwise takes advantage of any laws in force in connection with insolvent debtors; or

(d) is wound up, voluntarily or involuntarily.

Intellectual Property Rights means all intellectual property rights, whether created before or after the Commencement Date, including:

- (a) plant breeder's rights, patents, copyright, rights in circuit layouts, trade marks, registered designs and any right to have Confidential Information kept confidential;
- (b) any application or right to apply for registration of any of the rights referred to in paragraph (a); and
- (c) all rights of a similar nature to any of the rights in paragraphs (a) and (b) that may subsist in Australia or elsewhere, whether or not such rights are registered or capable of being registered.

Local Government means a local government for the purposes of a Local Government Act, including the Weipa Town Authority responsible for the Weipa Town Area pursuant to the *Commonwealth Aluminium Corporation Pty. Limited Agreement Act 1957*.

Local Government Act means the *Local Government Act 2009* or the *City of Brisbane Act 2010* as applicable.

Machinery of Government Change means a change to the title, structure, functions or operations of the Department or a part of the Department (including corporatisation) as a result of an order made under the *Constitution of Queensland 2001* (Qld) or other Queensland legislation.

Moral Rights means the right of attribution of authorship, the right not to have authorship falsely attributed and the right of integrity of authorship, as defined by and granted under the *Copyright Act 1968* (Cth), and any similar rights existing under foreign laws.

Objectives means the objectives of the Program (if any) specified in Item 3 of the Project Schedule.

Office of Fair Trading means the agency responsible for administering the *Associations Incorporation Act 1981*, including any replacement government agency performing the same functions and responsibility as the Office of Fair Trading.

Payment means the payments to be made under the Grant Agreement as specified in Item 6 of the Project Schedule.

Personal Information has the meaning given in the *Information Privacy Act 2009* (Qld).

Post-Construction Conditions means the items and requirements to be undertaken by the Recipient as specified in Item 11 of the Project Schedule.

Post-Construction Conditions End Date means the date specified in Item 11 of the Project Schedule by which all the Post-Construction Conditions must be completed and evidence of completion provided to the Department.

Practical Completion means the date that the certificate of practical completion or the final inspection certificate is provided to the Department in accordance with clause 6 (being part of the Reports required for the Project).

Pre-Construction Conditions means the items and requirements to be undertaken by the Recipient as specified in Item 7 of the Project Schedule.

Pre-Construction Condition End Date means the date specified in Item 7 of the Project Schedule by which all the Pre-Construction Conditions must be completed and evidence of completion provided to the Department.

Proceed to Construction Letter means a letter provided by the Department to the Recipient pursuant to clause 2.4(a) authorising the Recipient to proceed to the construction phase of the Project, in accordance with the conditions outlined in such letter.

Program means the Department's funding program as referred to in Background B of the Project Schedule under which the Funding is being provided.

Program Guidelines means the guidelines for the Program, available at the Department's website and that apply for the particular round of funding under which the Funding is being provided.

Project means the activity or purpose of the Funding specified in Item 3 of the Project Schedule.

Project Control Group means the group established by the Recipient in accordance with clause 2.7 (if applicable).

Project End Date means the date specified in Item 4 of the Project Schedule by which the Project construction must be completed and Practical Completion achieved.

Project Material means any material including Intellectual Property Rights, created, written or otherwise brought into existence by or on behalf of the Recipient in the course of carrying out the Project, excluding Reports.

Project Manager means a person or organisation with suitable qualifications appointed by the Recipient to that role for the Project, whether pursuant to clause 2.1(i) or otherwise.

Project Schedule means the part of the Grant Agreement completed for each Project containing the details applicable for a Project.

Project Site means the parcel of land on which the Project will be undertaken, constructed or developed, as described in Item 3 of the Project Schedule.

Project Start Date means the date specified in Item 4 of the Project Schedule after which the Project can commence.

Recipient Created Tax Invoice means a Tax Invoice issued by the Department as the recipient of a taxable supply.

Recipient's Contribution means the contribution, including financial, in-kind support or donation, to be provided by the Recipient towards the Project.

Reports means the reports specified in Item 8 of the Project Schedule.

Representative means an employee, agent, officer, director, volunteer, contractor, subcontractor or other authorised representative of a party.

Separable Portion A or **Separable Portion B** means the relevant separable portion of the Project as specified in Item 3 of the Project Schedule (where applicable).

Separable Portion A Amount or **Separable Portion B Amount** means the amount of Funding specified in Item 5 of the Project Schedule, for each of Separable Portion A and Separable Portion B (where applicable).

Special Conditions means any special conditions specified in Item 14 of the Project Schedule.

Sport and Recreation Infrastructure Funding Terms and Conditions means the version of the terms and conditions that apply to a Grant Agreement as specified in the Project Schedule, or the updated terms and condition notified by the Department under clause 1(f).

Term has the meaning specified in clause 16.1.

Total Project Cost means the final total cost of the Project, including Eligible Expenditure and expenditure on Ineligible Items exclusive of GST.

19.2 Interpretation

In the Grant Agreement:

(a) headings are for convenience only and do not affect interpretation;

and unless the context indicates a contrary intention:

(b) if more than one person is identified as the Recipient, then that expression refers to them, and the obligations of the Recipient under the Grant Agreement bind them, jointly and severally;

(c) **person** includes an individual, the estate of an individual, a corporation, body politic, statutory body, incorporated association or a joint venture (where incorporated), a partnership and a trust;

(d) a reference to a party includes that party's executors, administrators, successors and permitted assigns, including persons taking by way of novation and, in the case of a trustee, includes a substituted or an additional trustee;

- (e) a reference to a document (including the Grant Agreement) is to that document as varied, novated, ratified or replaced from time to time;
- (f) a reference to a statute includes its delegated legislation and a reference to a statute or delegated legislation or a provision of either includes consolidations, amendments, re-enactments and replacements;
- (g) a reference to a party, clause, schedule, attachment or annexure is a reference to a party, clause, schedule, attachment or annexure to or of the Grant Agreement, and a reference to the Grant Agreement includes all schedules, attachments and annexures to it;
- (h) a word importing the singular includes the plural (and vice versa), and a word indicating a gender includes every other gender;
- (i) a reference to an 'item' in the Project Schedule is a reference to the Project Schedule of the relevant Grant Agreement;
- (j) a reference to a 'First Payment', 'Second Payment,' Third Payment', 'Fourth Payment', 'Fifth Payment' or 'Final Payment' is a reference to the instalment payment of the Funding as set out in Item 6 of the Project Schedule.
- (k) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (l) **includes** in any form is not a word of limitation;
- (m) a reference to **\$** or **dollar** is to Australian currency; and
- (n) no rule of construction will apply to a provision of the Grant Agreement to the disadvantage of a party merely because that party drafted the provision or would otherwise benefit from it.



[BRISBANE CITY COUNCIL](#) ABN 72 002 765 795

Application for Works on a Community Lease Site

Getting started

Privacy Statement

The personal information collected on this form will be used by Brisbane City Council for the purposes of undertaking associated Council functions and services. Your personal information will not be disclosed to any third party without your consent, unless this is required or permitted by law.

Use this form to request the consent of Council as landlord for any proposed works within the lease area. Applications must be made by an executive committee member of the organisation.

Work must not commence until Council provides written consent as landlord, and in certain cases further approvals may be required from Council as local authority (for example, development approval, advertising sign licence).

The Community Facilities Operations Team consults with a number of Council areas regarding proposed works.

Most applications take up to 20 business days from receipt and review of a complete application to assess and respond. More complex applications may take longer to assess. The Community Facilities Operations Team will advise the applicant of expected timeframes for a response.

If you are applying for a grant to fund this work, you will need to submit this application well in advance of submitting a grant application to Council or other organisations.

If you need assistance completing this form please call Council's Contact Centre on 07 3403 8888.

Site Details

Is the lease site in a Council park? *

☐ No

☒ Yes

☐ Don't know

Choose Suburb and Park:

Suburb *

Tingalpa

Park *

Carmichael Park

Is the lease area on a landfill site? *

☒ No

☐ Yes

☐ Don't know

Organisation details

Do you have an Australian Business Number (ABN)? *

☐ No

☒ Yes

ABN *

72017431834

Legal Name *(this is the name that appears on all official documents and legal papers; it may be different to your organisation's trading name.)*

WYNNUM MANLY DISTRICT CRICKET CLUB

Trading name *(this is your organisation's incorporated name.)*

Wynnum Manly District Cricket Club INC

Address details

Postal Address *

11 Chiniala Street

Suburb *

Mansfield

State *

QLD

Postcode *

4122

Contact person

Title *

Mr

First Name *

deletion of personal information

Family Name *

Deletion of personal information

Daytime contact number (include area code) *

Deletion of personal information

Alternative contact number (include area code)

Email address *

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Business fax number (include area code)

Are you the head tenant? *

☐ No

☒ Yes

Is your organisation applying for grants to fund this project? *

☐ No

☒ Yes

Name of grant being applied for *

Active Gameday Projects fund

Closing date of grant submission *

31 Oct 2021

Name of grant being applied for *

Australian Cricket Infrastructure Fund

Closing date of grant submission *

31 Oct 2021

Works proposed

What type of work is proposed? (select all that apply) *

- ☐ new building work, e.g. shed, building, pergola, shade sail
- ☐ extension to existing building
- ☐ removal of buildings/structures
- ☐ internal building work
- ☐ new fields/courts (not pre-existing)
- ☐ fencing
- ☐ signage
- ☐ field/court lighting
- ☐ other lighting
- ☐ filling/earthworks/drainage
- ☐ water tank
- ☒ sports field irrigation/bores
- ☐ play equipment
- ☐ tree or vegetation work (removal, trimming, excavation/filling around trees)
- ☐ closed circuit television (CCTV)
- ☐ other

Will any trees or vegetation be impacted by the works? *

- ☒ No ☐ Yes

Provide a high level description of the project, e.g. installation of competition level lighting on field 2 *

Extension of Existing Underground Irrigation to include outfield on Ian Droney and Wayne Broad Ovals

Outline the need for the project *

Stage 6 of our Irrigation and Drainage Project to utilise captured surface water to irrigate and maintain all fields at a dramatically reduced ongoing cost for the club

Will the project works be totally contained within the leased area? *

☐ No

☒ Yes

☐ Don't know

What is the estimated cost of the project? *

\$190,000.00

Have you obtained quotes for your project? *

☐ No

☒ Yes

Filling/ Earthworks/ Drainage

The following work is proposed (select all that apply) *

☐ filling

☐ excavation

☒ drainage/irrigation

☐ none of the above

Do you intend to install services as part of the development, e.g. water, electricity, sewerage, stormwater, gas, telecommunications? *

☒ No

☐ Yes

Do you intend to stockpile soil or other material at the site? *

☒ No

☐ Yes

Attachments

To provide supporting documents, browse your computer's folders and select your documents for upload (Word, PDF or JPG files ONLY, either individual or bundled in a ZIP file).

File size

You can upload a total of 20MB, however, each individual file can be no more than 10MB. You are encouraged to compress (or zip) larger files.

Quotes *

File: Irri-flow Contracting Pty Ltd - Wynnum Cricket - Field 2 & 3 Ian Droney & Wayne Broad Irrigation.pdf

Aerial photo with marked up information *

- you can use Council's [interactive mapping](#) or other online mapping tools to create this plan
- mark-ups on the aerial photo can be hand-drawn
- indicate all existing structures and the location of proposed works
- indicate the location of any trees/vegetation impacted by the project
- for sports field irrigation/bores the following information should be indicated on the plan:
 - proposed location of irrigation/bore
 - proposed location of supporting infrastructure, e.g. water tank

File: Irrigate Ian Droney and Wayne Broad Ovals.pdf

Plans of proposal *

- include dimensions and materials

File: Irrigate Ian Droney and Wayne Broad Ovals.pdf

Other supporting documents, e.g. site photos, additional drawings

File: None

Agreement

Applicant's agreement and signature

The applicant must be an authorised committee member.

Name of Organisation *

Wynnum Manly District Cricket Club

Name of Signatory

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Position *e.g. President, Secretary, Treasurer*

President

Signature



I acknowledge Queensland State Laws will accept this communication as containing my signature within the meaning of the Electronic Transactions (Qld) Act 2001. *

Date Signed:

17 Aug 2021

[read more...](#)



Receipt

Your form has been successfully submitted. Please keep a copy of this acknowledgement for your records.
To save or print a copy of the completed form and acknowledgement go to the "File" menu and select "Save as" or "Print".

Your submission details:

Submission Date and (Eastern Daylight) time:

17 Aug 2021 9:39:27 AM

Submission Receipt Number:

BCC-CC11042-39221416-3656

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Brisbane City Council ABN 72 002 765 795

Lifestyle and Community Services
Connected Communities
Level 10 Brisbane Square
Community Facilities Operations Team
GPO Box 1434, BRISBANE Qld 4001
Phone: 07 3403 8888
www.brisbane.qld.gov.au

19 October 2021

[Redacted]

[Redacted] Deletion of personal information

President
Wynnum Manly District Cricket Club Inc.
PO BOX 2210
TINGALPA QLD 4173

VIA EMAIL: [Redacted] Deletion of personal information

Dear Graham

Re: Letter of Intent to renew lease – Wynnum Manly District Cricket Club Inc – 175 Boundary Street, Tingalpa – Carmichael Park.

Wynnum Manly District Cricket Club Inc currently hold a registered lease (dealing number) 720406656 over Brisbane City Council land – being part of LOT 255 on RP127648, being the whole of lease E on SP288310 registered over Certificate of Title 14521036.

The term of the lease is 11 December 2019 to 10 December 2023.

Council's standard lease renewal process is initiated 6 months prior to the expiry of the current lease. An invitation to renew will be sent to the current lessee and subject to due process, it is likely the lease will be renewed for a further 4-year term.

I trust this information is of assistance, please contact Nick Te Tana on 3178 0658 if you have any further questions.

Yours sincerely

[Redacted] Deletion of personal information

Community Facilities Project Officer
Community Facilities Operations Team, Healthy and Vibrant Communities
Connected Communities
Lifestyle and Community Services | **BRISBANE CITY COUNCIL**



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7 September 2021

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President
Wynnum Manly District Cricket Club Inc.
11 Chiniala Street
MANSFIELD QLD 4122

VIA EMAIL: Deletion of personal information

Dear Deletion of personal information

Re: Supported – Extend underground irrigation

I am writing in response to your Application for Works on a Community Lease site dated 17 August 2021. Your organisation has requested approval from Brisbane City Council (Council) to conduct the following works at Carmichael Park - 175 Boundary Street, Tingalpa:

- Extend underground irrigation.

Relevant Council stakeholders have been consulted and Community Facilities Operations, as landlord, supports your application with the conditions listed below.

1. Support is based on the information provided in the Application for Works on a Community Lease Site form, attached documents and additional information provided.
2. The irrigation line which runs along the northern and eastern side perimeter of the field needs to be placed 5 meters into the field from the white picket fence.
3. The works must comply with the Environmental Protection Act 1994 - Erosion and sediment control (ESC) to ensure that no prescribed water contaminants (earth, concrete, building waste etc) are deposited in roadside gutters, stormwater drains and waterways. More information on Erosion and sediment control (ESC) can be found by visiting <https://www.brisbane.qld.gov.au/planning-and-building/applying-and-post-approval/after-approval/erosion-and-sediment-control-esc>.
4. Your project involves a degree of surface disturbance or excavation. Please advise your contractor that if any contaminants such as asbestos, fill (including ash), construction or demolition waste are found that the project is to be stopped immediately until further advice is sought from Council's Community Facilities Operations.
5. All works must commence within a two-year period from the date of this support letter.

Should you require further assistance please contact the Community Facilities Operations team via email at AFW@brisbane.qld.gov.au or phone Council's 24-hour Contact Centre on 3403 8888 and quote reference number 13936226.

^{Deletion of personal information}
Yours sincerely

A handwritten signature in black ink, appearing to be 'GAT'.

^{Deletion of personal information}

Manager - Community Facilities Operations team, Healthy and Vibrant Communities
Connected Communities
Lifestyle and Community Services| **BRISBANE CITY COUNCIL**

Ref: OL 13936226.

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From: [Redacted] Deletion of personal information
Sent: Wednesday, 22 June 2022 8:44 AM
To: [Redacted] Brian Hegarty Deletion of personal information
Cc: Cameron Worley
Subject: Re: Wynnum Manly District Cricket Club - Irrigation for Ian Droney Field, Tingalpa
Attachments: 3 Quotes.pdf; Facilities Operations - Wynnum Manly District Cricket Club Inc - AFW - OL 13936226 - Extend underground irrigation - 08 Sep 2021.pdf

Good morning, Brian,

Following on from [Redacted] Deletion of personal information email of last evening, please find attached.

1. Quote for the Project (3 quotes attached)
2. AFW confirmation from BCC

If there is anything further you require, please do not hesitate to ask.

Thanks.

Regards,

[Redacted] Deletion of personal information
Wynnum Manly District Cricket Club President
175 Boundary Street, Tingalpa, Qld, 4173

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From: [Redacted] Deletion of personal information
Sent: Tuesday, 21 June 2022 6:15 PM
To: Brian.Hegarty@[Redacted] Deletion of personal information
Cc: [Redacted] ; Cameron Worley Deletion of personal information
Subject: Re: Wynnum Manly District Cricket Club - Irrigation for Ian Droney Field, Tingalpa
Good Afternoon Brian,

Thank you for your email.

The department still requires:

1. Recipient Contribution (Can you confirm the latest bank statement ending 28 May 2022 supports Wynnum Manly District Cricket Club contribution for the project).
Yes, confirmed that the Wynnum Manly District Cricket Club supports the project.
2. Project Program **26th July through to 16th September**

Project Costs (updated quote for project) additionally noting that the quote should advise that no building certification or approval is required for the works being carried out. **to supply this week. No building certification required, AFW confirmation to be forwarded by this week.**

We will be in touch asap this week,

Kind regards,

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Operations Manager

Wynnum Manly District Cricket Club

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LinkedIn:- Wynnum Manly District Cricket Club

Website:- <http://seaeagles.qld.cricket.com.au/>

From: Brian Hegarty **Deletion of personal information**
Sent: Tuesday, 21 June 2022 11:18 AM
To: **Deletion of personal information**
Cc: Cameron Worley **Deletion of personal information**
Subject: Wynnum Manly District Cricket Club - Irrigation for Ian Droney Field, Tingalpa
Hi **Deletion of personal information**

Further to our conversation, would you please be able to provide the pre-construction documentation for Wynnum Manly District Cricket Club project for the irrigation of the Ian Droney Field, Tingalpa?

The department still requires:

1. Recipient Contribution (Can you confirm the latest bank statement ending 28 May 2022 supports Wynnum Manly District Cricket Club contribution for the project).
2. Project Program
3. Project Costs (updated quote for project) additionally noting that the quote should advise that no building certification or approval is required for the works being carried out.

Should you have any further queries, please contact me.

Warm regards,

Brian Hegarty

A/ Senior Engagement Officer - Sport and Recreation

South Coast

Department of Tourism, Innovation and Sport

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Level 6, 400 George Street, Brisbane QLD 4001

PO Box 15168, CITY EAST QLD 4002

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I acknowledge the traditional custodians of the lands and waters of Queensland. I offer my respect to elders past, present and emerging as we work towards a just, equitable and reconciled Australia.

The Sport and Recreation
newsletter, State of Play, is here!

Be sure to subscribe now to receive
future editions.

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From: Cameron Worley
Sent: Wednesday, 3 August 2022 9:11 AM
To: [Redacted]
Cc: [Redacted]
Subject: RE: Pre-construction requirements for Wynnum Manly District Cricket Club - Irrigation for Ian Droney Field, Tingalpa

Good Morning [Redacted]

Yes, thank you for the clarification.

Have a good day.

Regards



Queensland
Government

Cameron Worley
Senior Program Officer
Sport and Recreation
Department of Tourism, Innovation and Sport

[Redacted]

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From: [Redacted]
Sent: Wednesday, 3 August 2022 7:06 AM
To: [Redacted]; Cameron Worley
Cc: [Redacted]
Subject: Re: Pre-construction requirements for Wynnum Manly District Cricket Club - Irrigation for Ian Droney Field, Tingalpa

Perfect [Redacted] thank you [Redacted]
Cameron I assume the above suffices?

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From: [Redacted]
Sent: Wednesday, August 3, 2022 6:23:19 AM
To: [Redacted]
Cc: [Redacted]

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Subject: RE: Pre-construction requirements for Wynnum Manly District Cricket Club - Irrigation for Ian Droney Field, Tingalpa

Hi

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For a project of this size, a PO is sufficient.

We have several conditions in our tender that our Clients acknowledges, with invoicing on a progress claim / final completion basis.

Project Irrigation will cover the entire projects warranty, if any problems arise, we take the responsibility to rectifying on ourselves.

Regards

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Unit 1 29-39 Business Drive
Narangba Qld 4504
(PO Box 660)
Mango Hill Qld 4509
Australia

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From: Deletion of personal information

Sent: Tuesday, 2 August 2022 4:01 PM

To: Cameron Worley

Deletion of personal information

Cc:

Deletion of personal information

Subject: Re: Pre-construction requirements for Wynnum Manly District Cricket Club - Irrigation for Ian Droney Field, Tingalpa

Thank you, Cameron.

Deletion of personal information

- do you typically draw up a contract for these sort of works?

Project Pumps & Irrigation would be responsible for the warranty based around its suppliers wouldn't it Deletion of personal information

When you say "final payment" we haven't received any initial payment as yet????

Regards,

Deletion of personal information

Wynnum Manly District Cricket Club President
175 Boundary Street, Tingalpa, Qld, 4173

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Website:- <http://seaeagles.qld.cricket.com.au/>



From: Cameron Worley [Redacted]
Sent: Tuesday, 2 August 2022 3:55 PM
To: [Redacted]
Cc: [Redacted]
Subject: RE: Pre-construction requirements for Wynnum Manly District Cricket Club - Irrigation for Ian Droney Field, Tingalpa

Hi [Redacted]

I've run this past my boss and he is supportive for the club to proceed if they are comfortable with the contract terms.

Can you please send me a copy of the executed contract when completed?

In regards to the warranty, who would be actioning/responsible for the warranty if needed?

If it's Rain Bird, do they have an Australian based entity or would the club be dealing with an overseas entity? Alternatively, would Project Pumps & Irrigation be responsible?

I will action the process for the club receiving their final payment.

Regards



Cameron Worley
Senior Program Officer
Sport and Recreation
Department of Tourism, Innovation and Sport

[Redacted]
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From: [Redacted]
Sent: Tuesday, 2 August 2022 1:29 PM
To: [Redacted] Cameron Worley

Deletion of personal information

Subject: Re: Pre-construction requirements for Wynnum Manly District Cricket Club - Irrigation for Ian Droney Field, Tingalpa

Thanks Deletion of personal information

Cameron - I assume this suffices your requirements mate?

Regards,

Deletion of personal information

Wynnum Manly District Cricket Club President
175 Boundary Street, Tingalpa, Qld, 4173

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From: Deletion of personal information

Sent: Tuesday, 2 August 2022 1:27 PM

To: Deletion of personal information Cameron Worley

Cc: Deletion of personal information Deletion of personal information

Subject: RE: Pre-construction requirements for Wynnum Manly District Cricket Club - Irrigation for Ian Droney Field, Tingalpa

Hi Deletion of personal information

Please find attached a copy of the Rain Bird warranty, all other parts will come with 12 months warranty.

Our installation is covered with the same 12 months warranty.

Upon the issue of a letter of intent or purchase order, Project Irrigation would be happy to sign a mutually agreed contract if so required.

Regards

Deletion of personal information



Unit 1 29-39 Business Drive
Narangba Qld 4504
(PO Box 660)
Mango Hill Qld 4509
Australia

Deletion of personal information

From: [Redacted]
Sent: Tuesday, 2 August 2022 9:18 AM
To: Cameron Worley
Cc: [Redacted]
Subject: Re: Pre-construction requirements for Wynnum Manly District Cricket Club - Irrigation for Ian Droney Field, Tingalpa

Good morning, Cameron,

Thanks for taking my phone call after this email.

[Redacted]

Are you able to supply the below to Cameron to suffice our grant requirements please?

Regards,

[Redacted]
Wynnum Manly District Cricket Club President
175 Boundary Street, Tingalpa, Qld, 4173
[Redacted]
Facebook:- WynnumManlyCricketClub
Instagram:- wynnummanlycc
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LinkedIn:- Wynnum Manly District Cricket Club
Website:- <http://seaeagles.qld.cricket.com.au/>



From: Cameron Worley [Redacted]
Sent: Tuesday, 2 August 2022 8:33 AM
To: [Redacted]
Cc: [Redacted]
Subject: RE: Pre-construction requirements for Wynnum Manly District Cricket Club - Irrigation for Ian Droney Field, Tingalpa

Good morning [Redacted]

Hope you had a good weekend.

As per below, I'm awaiting the construction contract and warranty from the club (doesn't have to be executed) before I'm able to push everything up again for potential pre-construction approval.

Regards



Cameron Worley
Senior Program Officer
Sport and Recreation
Department of Tourism, Innovation and Sport

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From:

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Sent: Monday, 1 August 2022 6:07 PM

To:

Deletion of personal information

Cc:

Subject: Re: Pre-construction requirements for Wynnum Manly District Cricket Club - Irrigation for Ian Droney Field, Tingalpa

Good evening, Cameron,

Have you got any further update for us please?

Thanks

Regards,

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Wynnum Manly District Cricket Club President
175 Boundary Street, Tingalpa, Qld, 4173

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From: Cameron Worley [Deletion of personal information]

Sent: Friday, 22 July 2022 3:20 PM

To: [Deletion of personal information]

Subject: RE: Pre-construction requirements for Wynnum Manly District Cricket Club - Irrigation for Ian Droney Field, Tingalpa

Thank you both.

Graham, I'll await the contract and warranty and then put everything up again for pre-construction approval.

Thanks again for your communication and time.

Have a great weekend all.

Regards



Cameron Worley
Senior Program Officer
Sport and Recreation
Department of Tourism, Innovation and Sport

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From: [Deletion of personal information]

Sent: Friday, 22 July 2022 2:19 PM

To: [Deletion of personal information] Cameron Worley

Cc: [Deletion of personal information]

Subject: RE: Pre-construction requirements for Wynnum Manly District Cricket Club - Irrigation for Ian Droney Field, Tingalpa

Council either didn't execute it, or never returned a copy once executed. Many Thanks – Michael

From: [Deletion of personal information]

Sent: Friday, 22 July 2022 2:16 PM

To: Cameron Worley [Deletion of personal information]; [Deletion of personal information]

Cc: [Deletion of personal information]

Subject: Re: Pre-construction requirements for Wynnum Manly District Cricket Club - Irrigation for Ian Droney Field, Tingalpa

Thanks Cameron

Regards,

[Redacted]
Deletion of personal information

Wynnum Manly District Cricket Club President
175 Boundary Street, Tingalpa, Qld, 4173

[Redacted]
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Facebook:- WynnumManlyCricketClub

Instagram:- wynnummanlycc

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LinkedIn:- Wynnum Manly District Cricket Club

Website:- <http://seaeagles.qld.cricket.com.au/>



From: Cameron Worley [Redacted]
Deletion of personal information

Sent: Friday, 22 July 2022 2:02 PM

To: [Redacted]
Deletion of personal information

Cc: [Redacted]
Deletion of personal information

Subject: RE: Pre-construction requirements for Wynnum Manly District Cricket Club - Irrigation for Ian Droney Field, Tingalpa

Hi [Redacted]
Deletion of personal information

If you don't have an executed copy handy I can try and push it up with the attachment which was also included in your application.

I'm just envisioning what the potential push backs/down my end might be.

Regards



Cameron Worley

Senior Program Officer

Sport and Recreation

Department of Tourism, Innovation and Sport

[Redacted]
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From: [Redacted]
Sent: Friday, 22 July 2022 12:55 PM
To: Cameron Worley; [Redacted]
Cc: [Redacted]
Subject: Re: Pre-construction requirements for Wynnum Manly District Cricket Club - Irrigation for Ian Droney Field, Tingalpa

[Redacted] Deletion of personal information

I don't seem to have a copy of the below (signed) do you?

Cameron, Please see a letter from Council dated 19 Oct 2021 which advises that we currently hold a registered lease and of Councils intent to renew our lease upon expiration - will this suffice?

Regards,

[Redacted]
Wynnum Manly District Cricket Club President
175 Boundary Street, Tingalpa, Qld, 4173

[Redacted]
Facebook:- WynnumManlyCricketClub
Instagram:- wynnummanlycc
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LinkedIn:- Wynnum Manly District Cricket Club
Website:- <http://seaeagles.qld.cricket.com.au/>



From: Cameron Worley [Redacted]
Sent: Friday, 22 July 2022 12:42 PM
To: [Redacted]
Cc: [Redacted]
Subject: RE: Pre-construction requirements for Wynnum Manly District Cricket Club - Irrigation for Ian Droney Field, Tingalpa

Hi [Redacted] Deletion of personal information

Thanks for sending through and for the call earlier.

The lease appears to be missing Council's signature as per the snippet below, can you please provide a copy that includes Council's execution?

Title Reference 14521036

8. Grant/Execution

The Lessor leases the premises to the Lessee for the term stated in item 6 subject to the covenants and conditions contained in the attached schedule.
Witnessing officer must be aware of his/her obligations under section 162 of the Land Title Act 1994

signature
full name
Execution Date
Lessor's Signature
qualification
Witnessing Officer
(Witnessing officer must be in accordance with Schedule 1 of Land Title Act 1994 eg Legal Practitioner, JP, C Dec)

Regarding the contract and warranty information, confirming that it will be okay for the club to provide unsigned for the Department to review.

Regards



Cameron Worley
Senior Program Officer
Sport and Recreation
Department of Tourism, Innovation and Sport

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From: [Deletion of personal information](#)

Sent: Friday, 22 July 2022 10:26 AM

To: Cameron Worley

Cc: [Deletion of personal information](#)

Subject: Re: Pre-construction requirements for Wynnum Manly District Cricket Club - Irrigation for Ian Droney Field, Tingalpa

Thanks you Cameron, greatly appreciated.

Please find attached

- Copy of actual lease - **attached**
- Construction contract
- Warranty information (if not in contract)

- Project program (I note in previous correspondence with Brian, you were able to supply upon receiving support for irrigation of two fields and engaging the contractor) - attached

[Redacted]

Regards,

[Redacted] Deletion of personal information

Wynnum Manly District Cricket Club President
175 Boundary Street, Tingalpa, Qld, 4173

[Redacted] Deletion of personal information

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LinkedIn:- Wynnum Manly District Cricket Club
Website:- <http://seaeagles.qld.cricket.com.au/>



From: Cameron Worley [Redacted] Deletion of personal information

Sent: Friday, 22 July 2022 9:54 AM

To: [Redacted] Deletion of personal information

Cc: [Redacted] Deletion of personal information

Subject: RE: Pre-construction requirements for Wynnum Manly District Cricket Club - Irrigation for Ian Droney Field, Tingalpa

Hi again [Redacted] Deletion of personal information

Your project has now been reviewed by the approving Manager.

The request for upgrade of irrigation on two fields is supported, with additional cost risk sitting with WMDCC (as acknowledged by WMDCC in previous correspondence with Brian).

Regarding pre-construction conditions, can you please supply the below?

- Copy of actual lease
- Construction contract
- Warranty information (if not in contract)
- Project program (I note in previous correspondence with Brian, you were able to supply upon receiving support for irrigation of two fields and engaging the contractor)

Thanks for your time.

Regards



Cameron Worley
Senior Program Officer
Sport and Recreation
Department of Tourism, Innovation and Sport

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From: [Redacted] Deletion of personal information

Sent: Friday, 22 July 2022 7:38 AM

To: Cameron Worley

Cc: [Redacted] Deletion of personal information

Subject: Re: Pre-construction requirements for Wynnum Manly District Cricket Club - Irrigation for Ian Droney Field, Tingalpa

Thanks Cameron

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From: Cameron Worley [Redacted] Deletion of personal information

Sent: Friday, July 22, 2022 7:36:48 AM

To: [Redacted] Deletion of personal information

Cc:

Subject: RE: Pre-construction requirements for Wynnum Manly District Cricket Club - Irrigation for Ian Droney Field, Tingalpa

Morning [Redacted] Deletion of personal information

I'm now back on deck.

I had put all of your pre-construction items for this project (minus the project gantt that you're able to supply later) for review and potential approval, this included the irrigation of two fields and confirmation from WMDCC of financial support of the two fields.

I've followed up again this morning regarding the outcome.

Will let you know as soon as I hear back.

Regards



Cameron Worley
Senior Program Officer
Sport and Recreation
Department of Tourism, Innovation and Sport

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[Redacted]

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From: [Redacted]

Sent: Thursday, 21 July 2022 4:00 PM

To: Brian Hegarty

Cc: Cameron Worley; [Redacted]

Subject: Re: Pre-construction requirements for Wynnum Manly District Cricket Club - Irrigation for Ian Droney Field, Tingalpa

Good afternoon, Brian,

Can you please advise where the below is with respect to the last emails dated 11th July?

Thank you.

Regards,

[Redacted]

Wynnum Manly District Cricket Club President
175 Boundary Street, Tingalpa, Qld, 4173

[Redacted]

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LinkedIn:- Wynnum Manly District Cricket Club

Website:- <http://seaeagles.qld.cricket.com.au/>



From: Brian Hegarty [Redacted]
Sent: Monday, 11 July 2022 2:03 PM
To: [Redacted]
Cc: Cameron Worley [Redacted]; [Redacted]
Subject: RE: Pre-construction requirements for Wynnum Manly District Cricket Club - Irrigation for Ian Droney Field, Tingalpa

Hi [Redacted]

Further to our conversation, the department would require assurance that the remaining money contribution apart from the approved funding of \$90,000 (GST exclusive) will be the responsibility of Wynnum Manly District Cricket Club. If this can be formally acknowledged, then the department is supportive to utilising the approved funding under Active Gameday to irrigate two fields based on the quote from Project Pumps and Irrigation to upgrade irrigation to the Ian Droney and Wayne Broad fields at Tingalpa.

I have attached the latest WMDCC bank statement that the department received in early June 2022.

Are you able to confirm that WMDCC will have sufficient funds to have the project completed for both fields should the department approve your request?

Should you have any further queries, please contact me.

Warm regards,



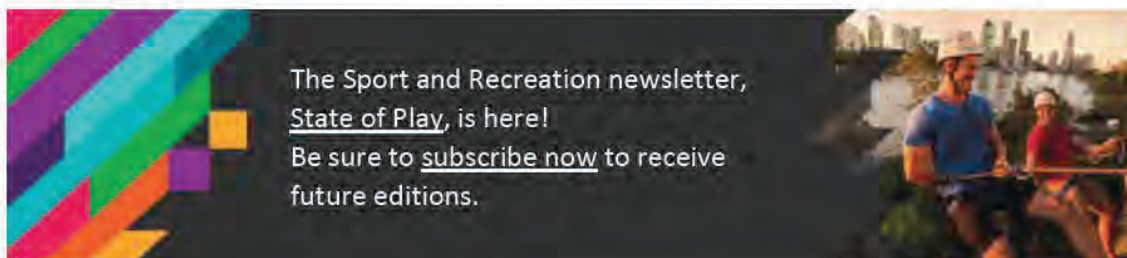
Brian Hegarty
A/ Senior Engagement Officer - Sport and Recreation
South Coast
Department of Tourism, Innovation and Sport

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From: [Redacted]
Sent: Friday, 8 July 2022 11:12 AM

To: Brian Hegarty

Cc: Cameron Worley; [Redacted] Deletion of personal information

Subject: Re: Pre-construction requirements for Wynnum Manly District Cricket Club - Irrigation for Ian Droney Field, Tingalpa

Good morning, Brian,

As per my call yesterday, please find below a full description of our challenges with this grant.

1. Wynnum Manly District Cricket Club (WMDCC) received the grant documents and the initial first payment from DTIS
2. We looked to engage the best priced Irrigation company from the three quotes to do the work but have been let down by his availability. A disagreement ensued and we parted ways.
3. [Redacted] We were advised by Queensland Cricket (QC) that a different Irrigation company might be interested in the works and were reputable and had done projects recently for QC
4. We asked the new Irrigation company for a quote and they advised that the three initial quotes were extremely over-priced.
5. For indication purposes, we have another field that we intend to get irrigated by a similar grant process in the future so I asked for their quote to be provided for
 - a. the original scope of one field (Ian Droney Oval), and
 - b. two fields (Ian Droney and Wayne Broad Ovals)
6. As can be seen by the attached quote, the new irrigation company has a similar quote to the original 3 quotes but it would include both fields, not just one.

So, I am asking you to tell us what we need to do to acquire this grant without doing anything incorrectly.

Do we:-

1. Just get Ian Droney Oval irrigated as per the original scope? if so, does the funding amount change and if so, to what?
2. Do we get both Ian Droney and Wayne Broad Oval irrigated using all of the current funding agreement?

My apologies for this drama but it has been extremely painful and upsetting from our end to go through this process as you could imagine.

Please also note, I can suffice all three of your requirements below with the following:

- **Project Costs** – an updated quote dated no earlier than 1 March 2022 from the preferred contractor or an email with the original quote attached and confirming this quote and its price is still valid. **see attached new quote**
- **Building Approval** - if the preferred supplier can also (in their quote or via email correspondence) confirm that the project does not require **building approval** this will address this requirement. - **see below statement from the new irrigation company as requested**
- **Project Program** preferably a Gantt Chart or a similar with main project milestones. Your preferred contractor may be able to provide this based on a negotiated schedule of delivery. **we have this done but will be dependent on the outcome of our email above obviously.**

Building Approval from New Irrigation Company

Hi [Redacted] Deletion of personal information

I can confirm the project does not require building approval.

I'll detail it in the tender.

Regards

[Redacted] Deletion of personal information



Unit 1 29-39 Business Drive

Narangba Qld 4504

(PO Box 660)

Mango Hill Qld 4509

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Deletion of personal information

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Thank you for your continual support. I look forward to your reply.

Regards,

Deletion of personal information

Wynnum Manly District Cricket Club President
175 Boundary Street, Tingalpa, Qld, 4173

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From: Brian Hegarty Deletion of personal information

Sent: Wednesday, 6 July 2022 3:22 PM

To: Deletion of personal information

Cc: Cameron Worley <Deletion of personal information>; Deletion of personal information

Subject: Pre-construction requirements for Wynnum Manly District Cricket Club - Irrigation for Ian Droney Field, Tingalpa

Hi Deletion of personal information

The department requires the documentation below to address the pre-construction milestones and generate the second payment of the club's approved Active Gameday Projects funding for the irrigation project at Ian Droney Field, Tingalpa. As mentioned, some of these documents are updates to the those provided at application time and required given it has been 8 months since the program closed.

- **Project Costs** – an updated quote dated no earlier than 1 March 2022 from the preferred contractor or an email with the original quote attached and confirming this quote and its price is still valid.
- **Building Approval** - if the preferred supplier can also (in their quote or via email correspondence) confirm that the project does not require **building approval** this will address this requirement.
- **Project Program** preferably a Gantt Chart or a similar with main project milestones. Your preferred contractor may be able to provide this based on a negotiated schedule of delivery.

Once these items are supplied the approval to proceed to installation will be issued along with the generation of the second (and final) payment of the approved funds of \$72,000 (excluding GST).

Should you have any further queries, please contact me.

Warm regards,



Brian Hegarty
A/ Senior Engagement Officer - Sport and Recreation
South Coast
Department of Tourism, Innovation and Sport

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████████████████████

From: [Deletion of personal information] e
Sent: Monday, 11 July 2022 3:43 PM
To: Brian Hegarty
Cc: Cameron Worley; [Deletion of personal information]
Subject: Re: Pre-construction requirements for Wynnum Manly District Cricket Club - Irrigation for Ian Droney Field, Tingalpa

Thanks Brian,

Fantastic news.

I confirm that WMDCC will have sufficient funds to have the project completed for both fields should the department approve our request.

Many thanks.

Regards,

[Deletion of personal information]
Wynnum Manly District Cricket Club President
175 Boundary Street, Tingalpa, Qld, 4173

[Deletion of personal information]

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LinkedIn:- Wynnum Manly District Cricket Club
Website:- <http://seaeagles.qld.cricket.com.au/>



From: Brian Hegarty
Sent: Monday, 11 July 2022 2:03 PM
To: [Deletion of personal information]
Cc: Cameron Worley ; [Deletion of personal information]
Subject: RE: Pre-construction requirements for Wynnum Manly District Cricket Club - Irrigation for Ian Droney Field, Tingalpa

Hi [Deletion of personal information]

Further to our conversation, the department would require assurance that the remaining money contribution apart from the approved funding of \$90,000 (GST exclusive) will be the responsibility of Wynnum Manly District Cricket Club. If this can be formally acknowledged, then the department is supportive to utilising the approved funding under Active Gameday to irrigate two fields based on the quote from Project Pumps and Irrigation to upgrade irrigation to the Ian Droney and Wayne Broad fields at Tingalpa.

I have attached the latest WMDCC bank statement that the department received in early June 2022.

Are you able to confirm that WMDCC will have sufficient funds to have the project completed for both fields should the department approve your request?

Should you have any further queries, please contact me.

Warm regards,



Brian Hegarty
A/ Senior Engagement Officer - Sport and Recreation
South Coast
Department of Tourism, Innovation and Sport
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From: Deletion of personal information

Sent: Friday, 8 July 2022 11:12 AM

To: Brian Hegarty

Cc: Cameron Worley, Deletion of personal information

Subject: Re: Pre-construction requirements for Wynnum Manly District Cricket Club - Irrigation for Ian Droney Field, Tingalpa

Good morning, Brian,

As per my call yesterday, please find below a full description of our challenges with this grant.

1. Wynnum Manly District Cricket Club (WMDCC) received the grant documents and the initial first payment from DTIS
2. We looked to engage the best priced Irrigation company from the three quotes to do the work but have been let down by his availability. A disagreement ensued and we parted ways.
3. We were advised by Queensland Cricket (QC) that a different Irrigation company might be interested in the works and were reputable and had done projects recently for QC
4. We asked the new Irrigation company for a quote and they advised that the three initial quotes were extremely over-priced.
5. For indication purposes, we have another field that we intend to get irrigated by a similar grant process in the future so I asked for their quote to be provided for
 - a. the original scope of one field (Ian Droney Oval), and
 - b. two fields (Ian Droney and Wayne Broad Ovals)
6. As can be seen by the attached quote, the new irrigation company has a similar quote to the original 3 quotes but it would include both fields, not just one.

So, I am asking you to tell us what we need to do to acquit this grant without doing anything incorrectly.

Do we:-

1. Just get Ian Droney Oval irrigated as per the original scope? if so, does the funding amount change and if so, to what?
2. Do we get both Ian Droney and Wayne Broad Oval irrigated using all of the current funding agreement?

My apologies for this drama but it has been extremely painful and upsetting from our end to go through this process as you could imagine.

Please also note, I can suffice all three of your requirements below with the following:

- **Project Costs** – an updated quote dated no earlier than 1 March 2022 from the preferred contractor or an email with the original quote attached and confirming this quote and its price is still valid. **see attached new quote**
- **Building Approval** - if the preferred supplier can also (in their quote or via email correspondence) confirm that the project does not require **building approval** this will address this requirement. - **see below statement from the new irrigation company as requested**
- **Project Program** preferably a Gantt Chart or a similar with main project milestones. Your preferred contractor may be able to provide this based on a negotiated schedule of delivery. **we have this done but will be dependent on the outcome of our email above obviously.**

Building Approval from New Irrigation Company

Hi [Redacted] **Deletion of personal information**

I can confirm the project does not require building approval.

I'll detail it in the tender.

Regards

[Redacted] **Deletion of personal information**



Unit 1 29-39 Business Drive
Narangba Qld 4504
(PO Box 660)
Mango Hill Qld 4509



[Redacted] **Deletion of personal information**

Thank you for your continual support. I look forward to your reply.

Regards,

[Redacted] **Deletion of personal information**

Wynnum Manly District Cricket Club President
175 Boundary Street, Tingalpa, Qld, 4173

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From: Brian Hegarty [Redacted] **Deletion of personal information**

Sent: Wednesday, 6 July 2022 3:22 PM

To: [Redacted] **Deletion of personal information**

Cc: Cameron Worley [Redacted] > **Deletion of personal information**

Subject: Pre-construction requirements for Wynnum Manly District Cricket Club - Irrigation for Ian Droney Field, Tingalpa

Hi [Redacted] **Deletion of personal information**

The department requires the documentation below to address the pre-construction milestones and generate the second payment of the club's approved Active Gameday Projects funding for the irrigation project at Ian Droney

Field, Tingalpa. As mentioned, some of these documents are updates to the those provided at application time and required given it has been 8 months since the program closed.

- **Project Costs** – an updated quote dated no earlier than 1 March 2022 from the preferred contractor or an email with the original quote attached and confirming this quote and its price is still valid.
- **Building Approval** - if the preferred supplier can also (in their quote or via email correspondence) confirm that the project does not require building approval this will address this requirement.
- **Project Program** preferably a Gantt Chart or a similar with main project milestones. Your preferred contractor may be able to provide this based on a negotiated schedule of delivery.

Once these items are supplied the approval to proceed to installation will be issued along with the generation of the second (and final) payment of the approved funds of \$72,000 (excluding GST).

Should you have any further queries, please contact me.

Warm regards,



Brian Hegarty
A/ Senior Engagement Officer - Sport and Recreation
South Coast
Department of Tourism, Innovation and Sport
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From: Cameron Worley
Sent: Tuesday, 21 March 2023 3:59 PM
To: [Redacted] *Deletion of personal information*
Cc: [Redacted] *Deletion of personal information*
Subject: Club's (WMDCC) Active Gameday Project for Underground Field Irrigation

Hi Michael

Thanks for the chat.

I've pushed this one for decision and will let you know as soon as I'm advised.

Regards



Queensland
Government

Cameron Worley
Senior Program Officer
Sport and Recreation
Department of Tourism, Innovation and Sport

[Redacted] *Deletion of personal information*
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From: [Redacted] *Deletion of personal information*
Sent: Tuesday, 21 March 2023 3:16 PM
To: Cameron Worley
Cc: [Redacted] *Deletion of personal information*
Subject: RE: Wynnum Manly District Cricket Club's (WMDCC) Active Gameday Project for Underground Field Irrigation

Caution: this message came from outside of the organisation.

Be careful before clicking any link or attachment.

Thanks for your time just now Cameron. I appreciate the ability to talk you through this. Just confirming the decision we need is for:

The original Project Budget of \$165,030 (of which \$90,000 is contributed by DTIS and the Club to contribute \$75,030) is changed to the following.

Project Budget reduces to \$107,800 - Wayne Broad Oval \$90,800 + Control System \$17,000 of which \$77,800 is contributed by DTIS and the Club to contribute \$30,000.

Many Thanks – [Redacted] Deletion of personal information

From: Cameron Worley [Redacted] Deletion of personal information
Sent: Tuesday, 21 March 2023 1:04 PM
To: [Redacted] Deletion of personal information
Cc: [Redacted] Deletion of personal information
Subject: RE: Wynnum Manly District Cricket Club's (WMDCC) Active Gameday Project for Underground Field Irrigation

Hi [Redacted] Deletion of personal information

Please call me to discuss if this doesn't make sense and note that all figures below are GST exclusive.

I've detailed where we are at currently, noting that a decision may change the below.

Total Project Cost under the agreement is \$165,030 with any Final Eligible Project Costs that are less than this amount to be refunded to the Department with the clubs contribution remaining at \$75,030.

Option 1 – \$107,800 (Wayne Broad Oval \$90,800 + Control System \$17,000). DTIS funding would reduce to \$32,770.

Option 2: \$151,800 (Wayne Broad Oval \$90,800 + Control System \$17,000 + Ian Droney Oval Main Line \$44,000). DTIS funding would reduce to \$76,770.

If there is anything further that can be added to Option 2 in scope with the approved funding that would get the club to \$165,030, this would be supported.

I do hope that this assists somewhat.

Regards



Queensland
Government

Cameron Worley
Senior Program Officer
Sport and Recreation
Department of Tourism, Innovation and Sport

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From: [Redacted] **Deletion of personal information**
Sent: Tuesday, 21 March 2023 10:25 AM
To: Cameron Worley
Cc: [Redacted] **Deletion of personal information**
Subject: RE: Wynnum Manly District Cricket Club's (WMDCC) Active Gameday Project for Underground Field Irrigation

Hi Cameron,

My name is [Redacted] **Deletion of personal information** and I am the secretary of the Wynnum Cricket Club.

Can we please get some assistance on this please as Graham and I are co-ordinating all of this work which is dependent on the irrigation work being complete as a milestone before over \$600K in field and fence rectification works can commence.

The contractor is 2 weeks overdue from starting. We have provided 2 options of the department to consider. I'm not sure whether this requires a Minister or Officer to review, but can you please assist as we really need an answer in the next couple of days, otherwise our fields will be out of action in September 23 for the start of the cricket season.

Option 1 –\$107,800 (Wayne Broad Oval \$90,800 + Control System \$17,000 ex GST). DTIS reduce their grant from \$90,000 to \$77,800, The balance \$30K comes from the Club's contribution.

Option 2: \$151,800 (Wayne Broad Oval \$90,800 + Control System \$17,000 + Ian Droney Oval Main Line \$44,000 ex GST) with DTIS continuing the \$90,000 grant with the Club to contribute \$61,800 in 2 parts:

Stage 1 - \$107,800 (Broad \$90,800 + Control System \$17,000 ex GST) to commence this week by way of \$77,800 grant + \$30,000 from the Club.

Stage 2 - \$44,000 (Droney Main line) to commence between November 23 to March 24 by way of \$12,200 grant + \$31,800 from the Club. This is just a deferral due to Ian Droney Oval being operational until October 24.

From: Cameron Worley **Deletion of personal information**
Sent: Tuesday, 14 March 2023 2:01 PM
To: [Redacted] **Deletion of personal information**
Subject: RE: Wynnum Manly District Cricket Club's (WMDCC) Active Gameday Project for Underground Field Irrigation

Hi [Redacted] **Deletion of personal information**

Your correspondence to Ms Joan Pease MP regarding the issues with any project cost savings and the department's funding contribution has been referred to the Minister of Sport's office for consideration. Ms Pease will receive some correspondence back from the Minister's Office with a determination on this request.

I am not aware of a timeframe for decision however, Ms Pease MP and the club will be advised as soon as it has been considered.

As it currently stands, the department has provided its approval for the club to commence the project to install an irrigation system to the cricket facility. The question you have raised with Ms Pease is regarding the total project cost and the funding contribution from the department. If the actual total project cost in the delivery of this project is less than the amount stated in the funding agreement, then there will be a refund to the department on any cost savings. This may change due to your request via Ms Pease. Once you have a response, we can consider the options you have proposed below.

If the response from the Minister's Office is a determining factor on whether the project proceeds, or will have an impact on the club's ability to deliver the project, then the commencement of construction of the project should be delayed until you have the relevant information.

Regards



Cameron Worley
Senior Program Officer
Sport and Recreation
Department of Tourism, Innovation and Sport

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From: Deletion of personal information
Sent: Monday, 13 March 2023 11:32 AM
To: Cameron Worley
Cc: Deletion of personal information
Subject: Re: Wynnum Manly District Cricket Club's (WMDCC) Active Gameday Project for Underground Field Irrigation

Good morning, Cameron,

Not sure why we would hear an outcome before you. Could you please advise what you mean by this and also some sort of timing, noting the project is 2 weeks away from potentially starting and we are under a lot of pressure and stress here.

Joan - do you have any thoughts on this please?

Thanks

Regards,

[Redacted] Deletion of personal information
Wynnum Manly District Cricket Club President
175 Boundary Street, Tingalpa, Qld, 4173

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From: Cameron Worley [Redacted] Deletion of personal information
Sent: Friday, 10 March 2023 12:53 PM
To: [Redacted] Deletion of personal information
Subject: RE: Wynnum Manly District Cricket Club's (WMDCC) Active Gameday Project for Underground Field Irrigation

Hi [Redacted] Deletion of personal information

Thanks for your email and for providing some alternatives.

As you're most likely aware, your initial request was raised by Ms Joan Pease MP with the Minister for Sport, the Honourable Stirling Hinchliffe MP, and is going through a process of consideration.

The Department will provide you a response regarding alternative options for this project after the Minister has responded.

Can you please contact me when you hear of an outcome and we can continue to drive this project forward?

I appreciate your understanding and have a top weekend.

Regards



Cameron Worley
Senior Program Officer
Sport and Recreation
Department of Tourism, Innovation and Sport

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From:

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Sent: Thursday, 9 March 2023 2:24 PM

To: Cameron Worley

Deletion of personal information

Subject: Re: Wynnum Manly District Cricket Club's (WMDCC) Active Gameday Project for Underground Field Irrigation

Dear Cameron

We wanted to share the status of the below \$90,000 grant and subsequent club contribution of \$75,000 for the Field irrigation works now ready to commence. The Club and committee is conscious that we want to be 100% transparent and clear about the way forward.

As you would appreciate there has been a huge effort over the past few months to quote and program these works coinciding with huge inflation pressures, supply chain issues and labour shortages with civil contractors. As a result, the original \$165,000 quote has increased to \$210,000, since the time the grant was provided. In simple terms we cannot fund the shortfall of \$45,000.

Therefore, we have looked at alternatives and want to propose the following options for your approval. We have committed the contractor to these works in April 2023, and they have started ordering materials, so it is important that we resolve this issue as soon as possible, and hence why we have debriefed with Joan Pease (State MP) to ensure she is also across the status.

The alternatives provide a lesser scope than the original works of \$165,000 (now \$210,000), for the reasons stated above.

Option 1 –\$107,800 (Wayne Broad Oval \$90,800 + Control System \$17,000 ex GST). DTIS reduce their grant from \$90,000 to \$77,800, The balance \$30K comes from the Club's contribution.

Option 2: \$151,800 (Wayne Broad Oval \$90,800 + Control System \$17,000 + Ian Droney Oval Main Line \$44,000 ex GST) with DTIS continuing the \$90,000 grant with the Club to contribute \$61,800 in 2 parts:

Stage 1 - \$107,800 (Broad \$90,800 + Control System \$17,000 ex GST) to commence this week by way of \$77,800 grant + \$30,000 from the Club. de

Stage 2 - \$44,000 (Droney Main line) to commence between November 23 to March 24 by way of \$12,200 grant + \$31,800 from the Club. This is just a deferral due to Ian Droney Oval being operational until October 24.

Hope this makes sense and something you can support / approve.

Regards,

Deletion of personal information
Wynnum Manly District Cricket Club President
175 Boundary Street, Tingalpa, Qld, 4173

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From: Cameron Worley Deletion of personal information
Sent: Wednesday, 1 March 2023 9:07 AM
To: Deletion of personal information
Cc: Deletion of personal information
Subject: RE: Wynnum Manly District Cricket Club's (WMDCC) Active Gameday Project for Underground Field Irrigation

Morning Deletion of personal information

I tried calling you just now to advise and I have checked up the line regarding the below.

Clause 5.3 of the Terms and Conditions (attached) references that where the Final Eligible Project Costs are less than the Estimated Total Project Costs, the Recipient's Contribution will remain unchanged and the amount of funding will be reduced.

Can you please advise if the club would like to continue with the project or whether the club would like to cease and refund the amount?

Out of interest, did you mention yesterday afternoon that the below is a quote for both fields?

Regards



Cameron Worley
Senior Program Officer
Sport and Recreation
Department of Tourism, Innovation and Sport

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From: [Redacted] Deletion of personal information

Sent: Tuesday, 28 February 2023 3:07 PM

To: Cameron Worley

[Redacted] Deletion of personal information

Subject: Wynnum Manly District Cricket Club's (WMDCC) Active Gameday Project for Underground Field Irrigation

Good afternoon, Cameron,

As per our discussion earlier today with regards to Wynnum Manly District Cricket Club's (WMDCC) Active Gameday Project for Underground Field Irrigation (highlighted below) we have received the following firm and final quote from our Irrigation Contractor.

IMPORTANT: Each time you enter information you must click the Save button.

Active Gameday - Project Details

Choose the type of construction which best describes your project

upgrade of existing infrastructure

What is the primary focus of the project?

Type 2 - Develop or upgrade of playing surfaces/space(s) including irrigation

Printed: 05/11/2021 09:13

Page: 5 of 9

Id: AE-AGP01-2021-0016

Provide a short description of the current facilities you have

The Scope of Works provided is supply & install irrigation system with Irrigation Controller, Flow Sensor, Radio Pump Start Relay, Rain Switch, Control Cable, Turf Sprinklers, Solenoid Valves, Valve Boxes, Mains & Lateral Polypipes & Fittings.

Provide a short summary of your intended project

Our project is to install an automated irrigation system to Ian Droney Field & connect to our existing pumps, tanks & systems. This field and the wicket blocks are used by our lower Grade Teams for both Men & Women matches

Who is the Landowner of the project site?

Local Government

If this is on School land - List the name of the school

Attach a copy of land tenure and/or current right to occupy/lease arrangement for a minimum of three years/ Hire Arrangement if on School Land

Lease.pdf

If you are a State Level Organisation managing infrastructure for local community use, do you have a professional team/s in residence

Attach a copy of permission to build from the land owner (if applicable)

Wynnum Manly District Cricket Club Inc - Council AFW - OL 13936226.pdf

Attach a sketch design of what you intend to build

WMDCC - Irrigation Design Ian Droney Oval.pdf

Project Budget

What is the estimated total project cost (GST Exclusive)?

165030

Confirm the co-contribution you are providing for this project

75030

What is the amount you are requesting from the department (GST Exclusive)?

90000

Please attach the Budget Table provided in section wording Section 4 - Project Costs

WMDCC - Project Budget.xlsx

Please provide evidence of confirmed

Printed: 05/11/2021 09:13

Page: 7 of 9

Id: AE-AGP01-2021-0016

financial co-contribution (including all ineligible costs)

28 September 2021 Statement.pdf

Firm and Final Quote from our Irrigation Contractor.

Scope of Works -**\$90,800.00 + GST.**

- Water supply from existing Calpeda MXVL 50-1611 irrigation pump. The pump has been examined & is fully operational. Please note that the pump shed was left dummy locked, as we found it.
- Connect to existing 90mm main line from pump.
- Connect to existing 80mm isolation valve.
- 90mm poly ring main
- Decoder cable
- Earthing to manufactures specification.
- 19 x Rain Bird PGA 40mm solenoid valves c/w o'ring articulated riser, 40mm ball valve & lockable valve box.
- Up to 65 x Rain Bird Falcon, S/S heads
- 1 x 50mm air valve
- 2 x 25mm brass QCXV to cricket block
- 50mm master valve
- 1 x brass flow sensor
- Individual cricket block irrigation station, heads will be back-to-back.
- All laterals will be mole ploughed, allowing the playing surface to be playable in 3 weeks.
- Full training & GPS as constructed drawing & as constructed data.

Scope of Works – Control System \$17,000.00 + GST

- Rain Bird IVM controller, 60 station capacity.
- 4G cartridge for remote access
- Choke filter & capacitor to controller
- Radio telemetry pump/controller

-
- Wireless rain sensor
 - External antenna c/w coaxial cable
 - S/S controller enclosure

Total = \$107,800+GST

DTIS has already deposited the entire Grant Monies of \$90,000 excl. GST in WMDCC's Bank Account previously.

As can be seen from the above, our initial estimated Project Cost (GST excl) was \$165,030 and the Actual Firm and Final Quote has come in significantly lower at \$107,800 + GST.

We requested, and obtained \$90,000 (GST excl.) from the Active Game Day Project which stipulated that we required a minimum of 20% club contribution over and above this amount to be grant application compliant.

Simple maths provides a difference between \$165,030 and \$90,000 that WMDCC's estimate co-contribution was previously \$75,030.

WMDCC are asking if you would allow our club to only contribute the actual final quote difference of \$107,800 + GST = \$118,580 - \$90,000 = \$28,580 (24% approximately) which exceeds the initial minimum Grant Requirement of 20% club contribution to acquit these works.

As the commencement date for these works is 1st April (one month away), and based on current slow fabrication times globally of irrigation manufacture we politely request an extremely prompt response to this request.

If you require any further on this above item please do not hesitate to contact me on the details below.

Regards,

[Redacted] Deletion of personal information
Wynnum Manly District Cricket Club President
175 Boundary Street, Tingalpa, Qld, 4173

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From: Cameron Worley [Redacted] Deletion of personal information
Sent: Monday, 6 February 2023 11:29 AM
To: [Redacted] Deletion of personal information
Cc: [Redacted] Deletion of personal information
Subject: RE: Night Lighting Project - SRQ

Morning [Redacted] Deletion of personal information

Must say it does sound fitting! Smooth sailing from here definitely!

I've received confirmation that the club is eligible to apply for a separate project under the Minor Infrastructure program and that it will not impact your applicant.

Enjoy the week.

Regards



Cameron Worley
Senior Program Officer
Sport and Recreation
Department of Tourism, Innovation and Sport

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From: [Redacted] Deletion of personal information
Sent: Friday, 3 February 2023 10:44 AM
To: Cameron Worley
Cc: [Redacted] Deletion of personal information
Subject: Re: Night Lighting Project - SRQ

Thanks Cameron.

Yep, all confirmed for April Fools Day start hahahah - seems appropriate right?

Regards,

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Wynnum Manly District Cricket Club President
175 Boundary Street, Tingalpa, Qld, 4173

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From: Cameron Worley Deletion of personal information
Sent: Friday, 3 February 2023 10:41 AM
To: [Redacted] Deletion of personal information
Cc: [Redacted] Deletion of personal information
Subject: RE: Night Lighting Project - SRQ

Hi [Redacted] Deletion of personal information

Apologies for the delayed response, I got caught up in the Auckland emergency event and have only just gotten back to Aussie.

I've spoken to my colleague, Stacey Martin (who I believed called you) and have just logged an internal question for official response.

To my knowledge, I don't believe it will impact your application as they are separate projects but I want to be certain and not waste your time in applying.

Will let you know as soon as the team responds to me.

Regarding your Gameday irrigation project, are you confirmed with contractor for an April start (Stacey had referenced this in her notes)?

Regards



Cameron Worley
Senior Program Officer
Sport and Recreation
Department of Tourism, Innovation and Sport

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From: [Redacted] Deletion of personal information

Sent: Wednesday, 25 January 2023 3:46 PM

To: Cameron Worley

Cc: [Redacted] Deletion of personal information

Subject: Re: Night Lighting Project - SRQ

Good afternoon , Cameron,

Could you please review the below email from our Grant Writer and advise your thoughts around same.

Hope you are well mate.

Regards,

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To: [REDACTED] Deletion of personal information

Cc: [REDACTED] Deletion of personal information

In regard to this project [REDACTED] Deletion of personal information

I spoke with an Officer to find out who is the contact to discuss the Lighting with.

They said Cameron Worley who I think is your contact for your approved irrigation project (which I had forgotten about). They thought he was on leave and they weren't sure whether he is back next Monday or the following week.

The person I spoke mentioned the irrigation project and said while the club doesn't have any outstanding issues with that project, he thought it would be difficult to get approval for another grant when you have a current grant in the system. He didn't say you were ineligible or that you couldn't apply, just that the moderation team will look at things like this when making final recommendations to the Minister for approval.

So the conversation with Cameron is that you have been working towards an application for Night Lighting under the Minor Infrastructure Program. The first question to him is, will the irrigation approval inhibit the Night Lighting project. And depending on that response, are there any key points you as a club need to be mindful of.

Regards

Response	Percentage
Delete personal information	70%
Do not delete personal information	20%
Do not know	10%

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From: [Redacted] Deletion of personal information
Sent: Wednesday, 26 October 2022 12:31 PM
To: Cameron Worley
Cc: [Redacted] Deletion of personal information
Subject: Re: Pre-construction requirements for Wynnum Manly District Cricket Club - Irrigation for Ian Droney Field, Tingalpa

Good afternoon, Cameron,

Unfortunately, our schedule won't end up allowing us.

As such we will have to wait until end of season circa March for both.

Regards,

[Redacted] Deletion of personal information
Wynnum Manly District Cricket Club President
175 Boundary Street, Tingalpa, Qld, 4173

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From: Cameron Worley
Sent: Wednesday, 26 October 2022 12:29 PM
To: [Redacted] Deletion of personal information
Cc: [Redacted] Deletion of personal information
Subject: RE: Pre-construction requirements for Wynnum Manly District Cricket Club - Irrigation for Ian Droney Field, Tingalpa

Hi [Redacted] Deletion of personal information

Hope you've been keeping well.

I wanted to touch base and see how the club was tracking regarding Ian Droney Oval potentially being done during the Christmas break?

Thanks for your time.

Regards



Cameron Worley
Senior Program Officer
Sport and Recreation
Department of Tourism, Innovation and Sport
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From: Cameron Worley

Sent: Friday, 26 August 2022 2:13 PM

To: [Redacted]

Cc: [Redacted]

Subject: RE: Pre-construction requirements for Wynnum Manly District Cricket Club - Irrigation for Ian Droney Field, Tingalpa

Hi [Redacted]

Thanks for letting me know.

Regards



Cameron Worley
Senior Program Officer
Sport and Recreation
Department of Tourism, Innovation and Sport

[Redacted]

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From: [Redacted]

Sent: Friday, 26 August 2022 8:45 AM

To: Cameron Worley

Cc: [Redacted]

Subject: Re: Pre-construction requirements for Wynnum Manly District Cricket Club - Irrigation for Ian Droney Field, Tingalpa

Great stuff thanks Cameron.

Here's my reply below:-

For your monthly reporting purposes, here is a short update

Total Cost to Date = \$0

We have not moved ahead with Irrigation of Ian Droney Oval as yet as we were nervous about the funds not being transitioned to account in time and us not being able to pay or contractor - as such we will have to delay this as the Season use of Ian Droney Oval begins in two weeks and the works will not be able to be scheduled and finished in time as a result.

As such, once the funds are in our account, we will reconnect with the irrigation contractor and determine if Ian Droney Oval can be done in our Xmas break or if both Droney and Broad Ovals now need to be done post season - please note this would be April/May 2023 not August 2023?

Once I have this sorted, I will revise the program for you.

Thanks
Enjoy the weekend.
Regards
Regards,

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Wynnum Manly District Cricket Club President
175 Boundary Street, Tingalpa, Qld, 4173

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From: Cameron Worley Deletion of personal information

Sent: Friday, 26 August 2022 8:07 AM

To: Deletion of personal information

Subject: RE: Pre-construction requirements for Wynnum Manly District Cricket Club - Irrigation for Ian Droney Field, Tingalpa

Morning Deletion of personal information

Hope you've been keeping well.

Your final payment for this project has been generated and should show in your account next week.

For our monthly reporting purposes I'll touch base around the end of each month.

Were you able to provide a short update on the project and total project cost to date, please?

Assuming you're still moving ahead with Ian Droney Oval being done now, before season and Wayne Broad Oval post season August 2023?

Enjoy the weekend.

Regards



Queensland
Government

Cameron Worley
Senior Program Officer
Sport and Recreation
Department of Tourism, Innovation and Sport

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From: [Redacted] Deletion of personal information
Sent: Monday, 8 August 2022 12:46 PM
To: Cameron Worley
Subject: Re: Pre-construction requirements for Wynnum Manly District Cricket Club - Irrigation for Ian Droney Field, Tingalpa
Thanks Cameron
Regards,

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Wynnum Manly District Cricket Club President
175 Boundary Street, Tingalpa, Qld, 4173

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From: Cameron Worley Deletion of personal information
Sent: Monday, 8 August 2022 12:38 PM
To: [Redacted] Deletion of personal information
Subject: RE: Pre-construction requirements for Wynnum Manly District Cricket Club - Irrigation for Ian Droney Field, Tingalpa
Hi Deletion of personal information
It usually takes a few weeks, so late August I'd expect.
I'll let you know when I hear payment has been generated from our admin team.
Regards



Cameron Worley
Senior Program Officer
Sport and Recreation
Department of Tourism, Innovation and Sport
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From: [Redacted] Deletion of personal information
Sent: Monday, 8 August 2022 9:46 AM

To: Cameron Worley

Subject: Re: Pre-construction requirements for Wynnum Manly District Cricket Club - Irrigation for Ian Droney Field, Tingalpa

Good morning Cameron,

Out of interest, when do you think payment might be made.

No hurry, just interested.

Thanks

Regards,

[Redacted] Deletion of personal information

Wynnum Manly District Cricket Club President

175 Boundary Street, Tingalpa, Qld, 4173

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From: Cameron Worley [Redacted] Deletion of personal information

Sent: Tuesday, 2 August 2022 3:55 PM

To: [Redacted] Deletion of personal information [Redacted] Deletion of personal information

Cc: [Redacted] Deletion of personal information [Redacted] Deletion of personal information

Subject: RE: Pre-construction requirements for Wynnum Manly District Cricket Club - Irrigation for Ian Droney Field, Tingalpa

Hi [Redacted] Deletion of personal information

I've run this past my boss and he is supportive for the club to proceed if they are comfortable with the contract terms.

Can you please send me a copy of the executed contract when completed?

In regards to the warranty, who would be actioning/responsible for the warranty if needed?

If it's Rain Bird, do they have an Australian based entity or would the club be dealing with an overseas entity?

Alternatively, would Project Pumps & Irrigation be responsible?

I will action the process for the club receiving their final payment.

Regards



Cameron Worley

Senior Program Officer

Sport and Recreation

Department of Tourism, Innovation and Sport

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From: [Redacted] Deletion of personal information

Sent: Tuesday, 2 August 2022 1:29 PM

To: [Redacted] Deletion of personal information; Cameron Worley

Cc: [Redacted] Deletion of personal information

Subject: Re: Pre-construction requirements for Wynnum Manly District Cricket Club - Irrigation for Ian Droney Field, Tingalpa

Thanks [Redacted] Deletion of personal information

Cameron - I assume this suffices your requirements mate?

Regards,

[Redacted] Deletion of personal information

Wynnum Manly District Cricket Club President
175 Boundary Street, Tingalpa, Qld, 4173

[Redacted] Deletion of personal information

Facebook:- WynnumManlyCricketClub

Instagram:- wynnummanlycc

Twitter:- @wynnummanlycc

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Tik Tok:- WynnumManlyCricket

LinkedIn:- Wynnum Manly District Cricket Club

Website:- <http://seaeagles.qld.cricket.com.au/>



From: [Redacted] Deletion of personal information

Sent: Tuesday, 2 August 2022 1:27 PM

To: [Redacted] Deletion of personal information; Cameron Worley <[Redacted] Deletion of personal information>

Cc: [Redacted] Deletion of personal information

Subject: RE: Pre-construction requirements for Wynnum Manly District Cricket Club - Irrigation for Ian Droney Field, Tingalpa

Hi [Redacted] Deletion of personal information

Please find attached a copy of the Rain Bird warranty, all other parts will come with 12 months warranty.

Our installation is covered with the same 12 months warranty.

Upon the issue of a letter of intent or purchase order, Project Irrigation would be happy to sign a mutually agreed contract if so required.

Regards

[Redacted] Deletion of personal information



Project Pumps & Irrigation

Unit 1 29-39 Business Drive
Narangba Qld 4504
(PO Box 660)
Mango Hill Qld 4509
Australia

[Redacted] Deletion of personal information

Deletion of personal information

From: [Redacted] Deletion of personal information
Sent: Tuesday, 2 August 2022 9:18 AM
To: Cameron Worley Deletion of personal information; [Redacted] Deletion of personal information
Cc: [Redacted] Deletion of personal information; [Redacted] Deletion of personal information
Subject: Re: Pre-construction requirements for Wynnum Manly District Cricket Club - Irrigation for Ian Droney Field, Tingalpa

Good morning, Cameron,
Thanks for taking my phone call after this email.

[Redacted] Deletion of personal information

Are you able to supply the below to Cameron to suffice our grant requirements please?
Regards,

[Redacted] Deletion of personal information

Wynnum Manly District Cricket Club President
175 Boundary Street, Tingalpa, Qld, 4173

[Redacted] Deletion of personal information

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From: Cameron Worley Deletion of personal information
Sent: Tuesday, 2 August 2022 8:33 AM
To: [Redacted] Deletion of personal information; [Redacted] Deletion of personal information
Cc: [Redacted] Deletion of personal information
Subject: RE: Pre-construction requirements for Wynnum Manly District Cricket Club - Irrigation for Ian Droney Field, Tingalpa

Good morning [Redacted] Deletion of personal information

Hope you had a good weekend.

As per below, I'm awaiting the construction contract and warranty from the club (doesn't have to be executed) before I'm able to push everything up again for potential pre-construction approval.

Regards



Cameron Worley
Senior Program Officer
Sport and Recreation
Department of Tourism, Innovation and Sport
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PO Box 15478, City East QLD 4002
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From: [Redacted]
Sent: Monday, 1 August 2022 6:07 PM
To: Cameron Worley; [Redacted]
Cc: [Redacted]
Subject: Re: Pre-construction requirements for Wynnum Manly District Cricket Club - Irrigation for Ian Droney Field, Tingalpa
Good evening, Cameron,
Have you got any further update for us please?
Thanks
Regards,
[Redacted]
Wynnum Manly District Cricket Club President
175 Boundary Street, Tingalpa, Qld, 4173
[Redacted]
Facebook:- WynnumManlyCricketClub
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LinkedIn:- Wynnum Manly District Cricket Club
Website:- <http://seaeagles.qld.cricket.com.au/>



From: Cameron Worley [Redacted]
Sent: Friday, 22 July 2022 3:20 PM
To: [Redacted]; [Redacted]
Cc: [Redacted]
Subject: RE: Pre-construction requirements for Wynnum Manly District Cricket Club - Irrigation for Ian Droney Field, Tingalpa
Thank you both.
[Redacted] I'll await the contract and warranty and then put everything up again for pre-construction approval.
Thanks again for your communication and time.
Have a great weekend all.
Regards



Queensland
Government

Cameron Worley
Senior Program Officer
Sport and Recreation
Department of Tourism, Innovation and Sport
[Redacted]
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From: [Redacted] Deletion of personal information
Sent: Friday, 22 July 2022 2:19 PM
To: [Redacted] Cameron Worley
Cc: [Redacted] Deletion of personal information
Subject: RE: Pre-construction requirements for Wynnum Manly District Cricket Club - Irrigation for Ian Droney Field, Tingalpa
Council either didn't execute it, or never returned a copy once executed. Many Thanks – Michael

From: [Redacted] Deletion of personal information
Sent: Friday, 22 July 2022 2:16 PM
To: Cameron Worley [Redacted] Deletion of personal information [Redacted] Deletion of personal information
Cc: [Redacted] Deletion of personal information
Subject: Re: Pre-construction requirements for Wynnum Manly District Cricket Club - Irrigation for Ian Droney Field, Tingalpa
Thanks Cameron
Regards,
[Redacted] Deletion of personal information
Wynnum Manly District Cricket Club President
175 Boundary Street, Tingalpa, Qld, 4173
[Redacted] Deletion of personal information
[Redacted] Deletion of personal information
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LinkedIn:- Wynnum Manly District Cricket Club
Website:- <http://seaeagles.qld.cricket.com.au/>



From: Cameron Worley [Redacted] Deletion of personal information
Sent: Friday, 22 July 2022 2:02 PM
To: [Redacted] Deletion of personal information [Redacted] Deletion of personal information
Cc: [Redacted] Deletion of personal information
Subject: RE: Pre-construction requirements for Wynnum Manly District Cricket Club - Irrigation for Ian Droney Field, Tingalpa
Hi [Redacted] Deletion of personal information
If you don't have an executed copy handy I can try and push it up with the attachment which was also included in your application.
I'm just envisioning what the potential push backs/down my end might be.
Regards



Cameron Worley
Senior Program Officer
Sport and Recreation
Department of Tourism, Innovation and Sport

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From: [Redacted] Deletion of personal information

Sent: Friday, 22 July 2022 12:55 PM

To: Cameron Worley; Michael Stone

Cc: Deletion of personal information

Subject: Re: Pre-construction requirements for Wynnum Manly District Cricket Club - Irrigation for Ian Droney Field, Tingalpa

Deletion of personal information

I don't seem to have a copy of the below (signed) do you?

Cameron, Please see a letter from Council dated 19 Oct 2021 which advises that we currently hold a registered lease and of Councils intent to renew our lease upon expiration - will this suffice?

Regards,

Deletion of personal information

Wynnum Manly District Cricket Club President
175 Boundary Street, Tingalpa, Qld, 4173

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LinkedIn:- Wynnum Manly District Cricket Club

Website:- <http://seaeagles.qld.cricket.com.au/>



From: Cameron Worley [Redacted] Deletion of personal information

Sent: Friday, 22 July 2022 12:42 PM

To: [Redacted] Deletion of personal information

Cc: [Redacted] Deletion of personal information

Subject: RE: Pre-construction requirements for Wynnum Manly District Cricket Club - Irrigation for Ian Droney Field, Tingalpa

Deletion of personal information

Thanks for sending through and for the call earlier.

The lease appears to be missing Council's signature as per the snippet below, can you please provide a copy that includes Council's execution?

QUEENSLAND LAND REGISTRY
Land Title Act 1994, Land Act 1994 and Water Act 2000

ENLARGED PANEL

Form 20 Version 2
Page 2 of 30

Title Reference 14521036

8. Grant/Execution
The Lessor leases the premises described in item 5 to the Lessee for the term stated in item 9 subject to the covenants and conditions contained in the attached schedule.
Witnessing officer must be aware of his/her obligations under section 162 of the Land Title Act 1994.

Signature

Full name

Execution Date

Lessor's Signature

Qualification

Witnessing Officer

(Witnessing officer must be in accordance with Schedule 1 of Land Title Act 1994 eg Legal Practitioner, JP, C Dec)

Regarding the contract and warranty information, confirming that it will be okay for the club to provide unsigned for the Department to review.

Regards



Cameron Worley
Senior Program Officer
Sport and Recreation
Department of Tourism, Innovation and Sport
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From: Deletion of personal information

Sent: Friday, 22 July 2022 10:26 AM

To: Cameron Worley

Cc: Deletion of personal information

Subject: Re: Pre-construction requirements for Wynnum Manly District Cricket Club - Irrigation for Ian Droney Field, Tingalpa

Thanks you Cameron, greatly appreciated.

Please find attached

- Copy of actual lease - **attached**
- Construction contract
- Warranty information (if not in contract)
- Project program (I note in previous correspondence with Brian, you were able to supply upon receiving support for irrigation of two fields and engaging the contractor) - **attached**

Regards,

Deletion of personal information

Wynnum Manly District Cricket Club President
175 Boundary Street, Tingalpa, Qld, 4173

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Tik Tok:- WynnumManlyCricket
LinkedIn:- Wynnum Manly District Cricket Club
Website:- <http://seaeagles.qld.cricket.com.au/>



From: Cameron Worley [Redacted]
Sent: Friday, 22 July 2022 9:54 AM
To: [Redacted]
Cc: [Redacted]
Subject: RE: Pre-construction requirements for Wynnum Manly District Cricket Club - Irrigation for Ian Droney Field, Tingalpa

Hi again [Redacted]

Your project has now been reviewed by the approving Manager.

The request for upgrade of irrigation on two fields is supported, with additional cost risk sitting with WMDCC (as acknowledged by WMDCC in previous correspondence with Brian).

Regarding pre-construction conditions, can you please supply the below?

- Copy of actual lease
- Construction contract
- Warranty information (if not in contract)
- Project program (I note in previous correspondence with Brian, you were able to supply upon receiving support for irrigation of two fields and engaging the contractor)

Thanks for your time.

Regards

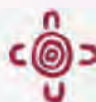


Cameron Worley
Senior Program Officer
Sport and Recreation
Department of Tourism, Innovation and Sport
[Redacted]
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From: [Redacted]
Sent: Friday, 22 July 2022 7:38 AM
To: Cameron Worley
Cc: [Redacted]
Subject: Re: Pre-construction requirements for Wynnum Manly District Cricket Club - Irrigation for Ian Droney Field, Tingalpa
Thanks Cameron

From: Cameron Worley [Deletion of personal information]
Sent: Friday, July 22, 2022 7:36:48 AM
To: [Deletion of personal information]
Cc: [Deletion of personal information]
Subject: RE: Pre-construction requirements for Wynnum Manly District Cricket Club - Irrigation for Ian Droney Field, Tingalpa
Morning [Deletion of personal information]
I'm now back on deck.
I had put all of your pre-construction items for this project (minus the project gantt that you're able to supply later) for review and potential approval, this included the irrigation of two fields and confirmation from WMDCC of financial support of the two fields.
I've followed up again this morning regarding the outcome.
Will let you know as soon as I hear back.
Regards



Queensland
Government

Cameron Worley
Senior Program Officer
Sport and Recreation
Department of Tourism, Innovation and Sport
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From: [Deletion of personal information]
Sent: Thursday, 21 July 2022 4:00 PM
To: Brian Hegarty
Cc: Cameron Worley; [Deletion of personal information]
Subject: Re: Pre-construction requirements for Wynnum Manly District Cricket Club - Irrigation for Ian Droney Field, Tingalpa
Good afternoon, Brian,
Can you please advise where the below is with respect to the last emails dated 11th July?
Thank you.
Regards,

[Deletion of personal information]
Wynnum Manly District Cricket Club President
175 Boundary Street, Tingalpa, Qld, 4173
[Deletion of personal information]

Facebook:- WynnumManlyCricketClub
Instagram:- wynnummanlycc
Twitter:- @wynnummanlycc
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LinkedIn:- Wynnum Manly District Cricket Club
Website:- <http://seaeagles.qld.cricket.com.au/>



From: Brian Hegarty [Redacted]
Sent: Monday, 11 July 2022 2:03 PM
To: [Redacted]
Cc: Cameron Worley [Redacted]
Subject: RE: Pre-construction requirements for Wynnum Manly District Cricket Club - Irrigation for Ian Droney Field, Tingalpa

Hi [Redacted]

Further to our conversation, the department would require assurance that the remaining money contribution apart from the approved funding of \$90,000 (GST exclusive) will be the responsibility of Wynnum Manly District Cricket Club. If this can be formally acknowledged, then the department is supportive to utilising the approved funding under Active Gameday to irrigate two fields based on the quote from Project Pumps and Irrigation to upgrade irrigation to the Ian Droney and Wayne Broad fields at Tingalpa.

I have attached the latest WMDCC bank statement that the department received in early June 2022.

Are you able to confirm that WMDCC will have sufficient funds to have the project completed for both fields should the department approve your request?

Should you have any further queries, please contact me.

Warm regards,



Brian Hegarty
A/ Senior Engagement Officer - Sport and Recreation
South Coast
Department of Tourism, Innovation and Sport
[Redacted]
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Level 6, 400 George Street, Brisbane QLD 4001
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The Sport and Recreation newsletter, State of Play, is here!
Be sure to subscribe now to receive future editions.



From: [Redacted]
Sent: Friday, 8 July 2022 11:12 AM
To: Brian Hegarty
Cc: Cameron Worley; [Redacted]
Subject: Re: Pre-construction requirements for Wynnum Manly District Cricket Club - Irrigation for Ian Droney Field, Tingalpa

Good morning, Brian,

As per my call yesterday, please find below a full description of our challenges with this grant.

1. Wynnum Manly District Cricket Club (WMDCC) received the grant documents and the initial first payment from DTIS
2. We looked to engage the best priced Irrigation company from the three quotes to do the work but have been let down by his availability. A disagreement ensued and we parted ways.
3. We were advised by Queensland Cricket (QC) that a different Irrigation company might be interested in the works and were reputable and had done projects recently for QC
4. We asked the new Irrigation company for a quote and they advised that the three initial quotes were extremely over-priced.
5. For indication purposes, we have another field that we intend to get irrigated by a similar grant process in the future so I asked for their quote to be provided for
 - a. the original scope of one field (Ian Droney Oval), and
 - b. two fields (Ian Droney and Wayne Broad Ovals)
6. As can be seen by the attached quote, the new irrigation company has a similar quote to the original 3 quotes but it would include both fields, not just one.

So, I am asking you to tell us what we need to do to acquit this grant without doing anything incorrectly.

Do we:-

1. Just get Ian Droney Oval irrigated as per the original scope? if so, does the funding amount change and if so, to what?
2. Do we get both Ian Droney and Wayne Broad Oval irrigated using all of the current funding agreement?

My apologies for this drama but it has been extremely painful and upsetting from our end to go through this process as you could imagine.

Please also note, I can suffice all three of your requirements below with the following:

- **Project Costs** – an updated quote dated no earlier than 1 March 2022 from the preferred contractor or an email with the original quote attached and confirming this quote and its price is still valid. **see attached new quote**
- **Building Approval** - if the preferred supplier can also (in their quote or via email correspondence) confirm that the project does not require **building approval** this will address this requirement. - **see below statement from the new irrigation company as requested**
- **Project Program** preferably a Gantt Chart or a similar with main project milestones. Your preferred contractor may be able to provide this based on a negotiated schedule of delivery. **we have this done but will be dependent on the outcome of our email above obviously.**

Building Approval from New Irrigation Company

Hi [redacted] Deletion of personal information

I can confirm the project does not require building approval.

I'll detail it in the tender.

Regards

[redacted] Deletion of personal information



Unit 1 29-39 Business Drive
Narangba Qld 4504
(PO Box 660)
Mango Hill Qld 4509
Australia

[redacted]
[redacted]
[redacted] Deletion of personal information

. I look forward to your reply.

Regards,

[redacted] Deletion of personal information

Wynnum Manly District Cricket Club President
175 Boundary Street, Tingalpa, Qld, 4173

[redacted] Deletion of personal information

[Redacted]

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LinkedIn:- Wynnum Manly District Cricket Club
Website:- <http://seaeagles.qld.cricket.com.au/>



From: Brian Hegarty [Redacted]
Sent: Wednesday, 6 July 2022 3:22 PM
To: [Redacted]
Cc: Cameron Worley [Redacted]
Subject: Pre-construction requirements for Wynnum Manly District Cricket Club - Irrigation for Ian Droney Field, Tingalpa
Hi [Redacted]

The department requires the documentation below to address the pre-construction milestones and generate the second payment of the club's approved Active Gameday Projects funding for the irrigation project at Ian Droney Field, Tingalpa. As mentioned, some of these documents are updates to the those provided at application time and required given it has been 8 months since the program closed.

- **Project Costs** – an updated quote dated no earlier than 1 March 2022 from the preferred contractor or an email with the original quote attached and confirming this quote and its price is still valid.
- **Building Approval** - if the preferred supplier can also (in their quote or via email correspondence) confirm that the project does not require building approval this will address this requirement.
- **Project Program** preferably a Gantt Chart or a similar with main project milestones. Your preferred contractor may be able to provide this based on a negotiated schedule of delivery.

Once these items are supplied the approval to proceed to installation will be issued along with the generation of the second (and final) payment of the approved funds of \$72,000 (excluding GST).

Should you have any further queries, please contact me.

Warm regards,



Brian Hegarty
A/ Senior Engagement Officer - Sport and Recreation
South Coast
Department of Tourism, Innovation and Sport

[Redacted]

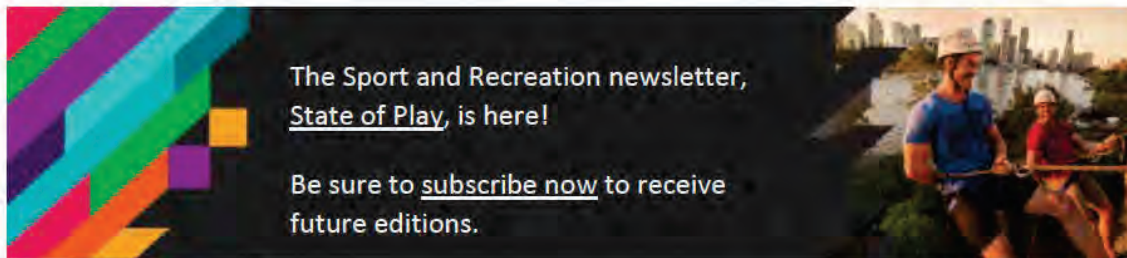
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Brisbane City Council ABN 72 002 765 795

Lifestyle and Community Services
Connected Communities
Level 10 Brisbane Square
Community Facilities Operations Team
GPO Box 1434, BRISBANE Qld 4001
Phone: 07 3403 8888
www.brisbane.qld.gov.au

19 October 2021

Deletion of personal information

President
Wynnum Manly District Cricket Club Inc
PO BOX 2210
TINGALPA QLD 4173

VIA EMAIL: Deletion of personal information

Dear Graham

Re: Letter of Intent to renew lease – Wynnum Manly District Cricket Club Inc – 175 Boundary Street, Tingalpa – Carmichael Park.

Wynnum Manly District Cricket Club Inc currently hold a registered lease (dealing number) 720406656 over Brisbane City Council land – being part of LOT 255 on RP127648, being the whole of lease E on SP288310 registered over Certificate of Title 14521036.

The term of the lease is 11 December 2019 to 10 December 2023.

Council's standard lease renewal process is initiated 6 months prior to the expiry of the current lease. An invitation to renew will be sent to the current lessee and subject to due process, it is likely the lease will be renewed for a further 4-year term.

I trust this information is of assistance, please contact Nick Te Tana on 3178 0658 if you have any further questions.

Yours sincerely

Deletion of personal information

Community Facilities Project Officer
Community Facilities Operations Team, Healthy and Vibrant Communities
Connected Communities
Lifestyle and Community Services | **BRISBANE CITY COUNCIL**



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Level 10 Brisbane Square
Community Facilities Operations Team
GPO Box 1434, BRISBANE Qld 4001
Phone: 07 3403 8888
www.brisbane.qld.gov.au

7 September 2021

Deletion of personal information

President
Wynnum Manly District Cricket Club Inc.
11 Chiniala Street
MANSFIELD QLD 4122

VIA EMAIL: Deletion of personal information

Dear Deletion of personal information

Re: Supported – Extend underground irrigation

I am writing in response to your Application for Works on a Community Lease site dated 17 August 2021. Your organisation has requested approval from Brisbane City Council (Council) to conduct the following works at Carmichael Park - 175 Boundary Street, Tingalpa:

- Extend underground irrigation.

Relevant Council stakeholders have been consulted and Community Facilities Operations, as landlord, supports your application with the conditions listed below.

1. Support is based on the information provided in the Application for Works on a Community Lease Site form, attached documents and additional information provided.
2. The irrigation line which runs along the northern and eastern side perimeter of the field needs to be placed 5 meters into the field from the white picket fence.
3. The works must comply with the Environmental Protection Act 1994 - Erosion and sediment control (ESC) to ensure that no prescribed water contaminants (earth, concrete, building waste etc) are deposited in roadside gutters, stormwater drains and waterways. More information on Erosion and sediment control (ESC) can be found by visiting <https://www.brisbane.qld.gov.au/planning-and-building/applying-and-post-approval/after-approval/erosion-and-sediment-control-esc>.
4. Your project involves a degree of surface disturbance or excavation. Please advise your contractor that if any contaminants such as asbestos, fill (including ash), construction or demolition waste are found that the project is to be stopped immediately until further advice is sought from Council's Community Facilities Operations.
5. All works must commence within a two-year period from the date of this support letter.

Should you require further assistance please contact the Community Facilities Operations team via email at AFW@brisbane.qld.gov.au or phone Council's 24-hour Contact Centre on 3403 8888 and quote reference number 13936226.

Yours sincerely

A handwritten signature in black ink, appearing to be 'GAT'.

Deletion of personal information

Manager - Community Facilities Operations team, Healthy and Vibrant Communities
Connected Communities
Lifestyle and Community Services| **BRISBANE CITY COUNCIL**

Ref: OL 13936226.

IRRIGATION LEGEND

- NEW IRRIGATION CONTROLLER
- 40MM RAIN BIRD PEB SOLENOID VALVE
- ISOLATION GATE VALVE
- EXISTING GCV (ON SEPARATE SYSTEM)
- 75MM PN12.5 POLY MAINLINE
- 110MM POLY MAINLINE
- EXISTING MAINLINE
- 63MM POLY LATERAL MAIN TO SOCCER FIELDS
- IRRIGATION LATERAL MOPE PN12.5 POLY (SIZE SHOWN)
- RAIN BIRD 800S SPORTS TURF SPRINKLER STAINLESS STEEL RISER
- EXISTING WICKET IRRIGATION
- SPRINKLERS



NO	REVISION / ISSUE	DATE
1	FOR TENDER	26/04/2017

CLIENT :

MORETON BAY SPROTS CLUB

CONTRACTOR :



PROJECT TITLE :

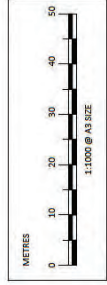
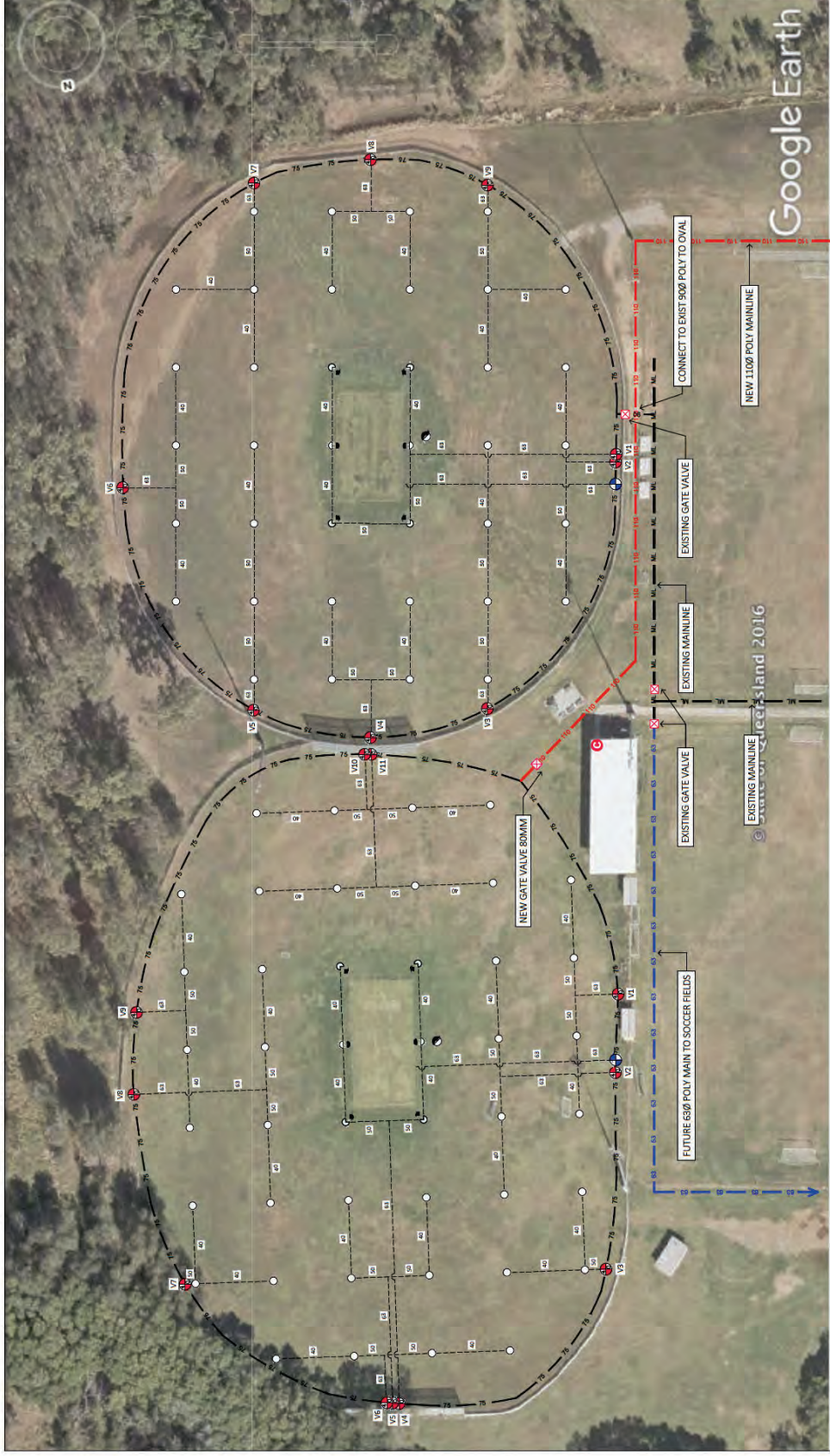
IRRIGATION MASTER PLAN

DRAWING :

CRICKET OVAL DESIGN LAYOUT

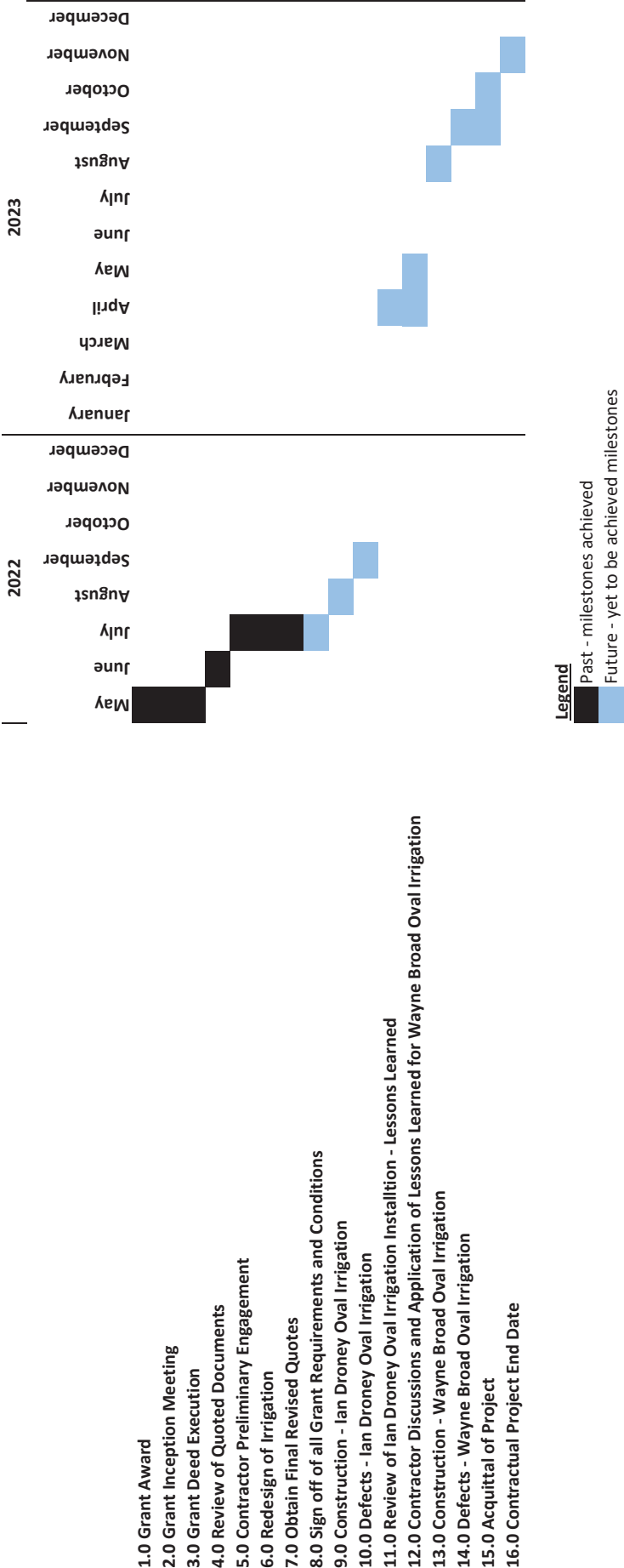
DRAWING DETAILS

PROJECT NO	DESIGN	DRAWN	CHECKED
WMCC	TK	AT	TK
SCALE	SHEET SIZE	DATE	DWG NO.
1:1000	A3	26/04/2017	RRS-00-001



Project Program

Active Gameday Project Fund - Irrigation of Ian Droney and Wayne Broad Ovals





[BRISBANE CITY COUNCIL](#) ABN 72 002 765 795

Application for Works on a Community Lease Site

Getting started

Privacy Statement

The personal information collected on this form will be used by Brisbane City Council for the purposes of undertaking associated Council functions and services. Your personal information will not be disclosed to any third party without your consent, unless this is required or permitted by law.

Use this form to request the consent of Council as landlord for any proposed works within the lease area. Applications must be made by an executive committee member of the organisation.

Work must not commence until Council provides written consent as landlord, and in certain cases further approvals may be required from Council as local authority (for example, development approval, advertising sign licence).

The Community Facilities Operations Team consults with a number of Council areas regarding proposed works.

Most applications take up to 20 business days from receipt and review of a complete application to assess and respond. More complex applications may take longer to assess. The Community Facilities Operations Team will advise the applicant of expected timeframes for a response.

If you are applying for a grant to fund this work, you will need to submit this application well in advance of submitting a grant application to Council or other organisations.

If you need assistance completing this form please call Council's Contact Centre on 07 3403 8888.

Site Details

Is the lease site in a Council park? *

☐ No

☒ Yes

☐ Don't know

Choose Suburb and Park:

Suburb *

Tingalpa

Park *

Carmichael Park

Is the lease area on a landfill site? *

☒ No

☐ Yes

☐ Don't know

Organisation details

Do you have an Australian Business Number (ABN)? *

☐ No

☒ Yes

ABN *

72017431834

Legal Name *(this is the name that appears on all official documents and legal papers; it may be different to your organisation's trading name.)*

WYNNUM MANLY DISTRICT CRICKET CLUB

Trading name *(this is your organisation's incorporated name.)*

Wynnum Manly District Cricket Club INC

Address details

Postal Address *

11 Chiniala Street

Suburb *

Mansfield

State *

QLD

Postcode *

4122

Contact person

Title *

Mr

First Name *

Deletion of personal information

Family Name *

Deletion of personal information

Daytime contact number (include area code) *

Deletion of personal information

Alternative contact number (include area code)

Email address *

Deletion of personal information

Business fax number (include area code)

Are you the head tenant? *

☐ No

☒ Yes

Is your organisation applying for grants to fund this project? *

☐ No

☒ Yes

Name of grant being applied for *

Active Gameday Projects fund

Closing date of grant submission *

31 Oct 2021

Name of grant being applied for *

Australian Cricket Infrastructure Fund

Closing date of grant submission *

31 Oct 2021

Works proposed

What type of work is proposed? (select all that apply) *

- ☐ new building work, e.g. shed, building, pergola, shade sail
- ☐ extension to existing building
- ☐ removal of buildings/structures
- ☐ internal building work
- ☐ new fields/courts (not pre-existing)
- ☐ fencing
- ☐ signage
- ☐ field/court lighting
- ☐ other lighting
- ☐ filling/earthworks/drainage
- ☐ water tank
- ☒ sports field irrigation/bores
- ☐ play equipment
- ☐ tree or vegetation work (removal, trimming, excavation/filling around trees)
- ☐ closed circuit television (CCTV)
- ☐ other

Will any trees or vegetation be impacted by the works? *

- ☒ No ☐ Yes

Provide a high level description of the project, e.g. installation of competition level lighting on field 2 *

Extension of Existing Underground Irrigation to include outfield on Ian Droney and Wayne Broad Ovals

Outline the need for the project *

Stage 6 of our Irrigation and Drainage Project to utilise captured surface water to irrigate and maintain all fields at a dramatically reduced ongoing cost for the club

Will the project works be totally contained within the leased area? *

☐ No

☒ Yes

☐ Don't know

What is the estimated cost of the project? *

\$190,000.00

Have you obtained quotes for your project? *

☐ No

☒ Yes

Filling/ Earthworks/ Drainage

The following work is proposed (select all that apply) *

☐ filling

☐ excavation

☒ drainage/irrigation

☐ none of the above

Do you intend to install services as part of the development, e.g. water, electricity, sewerage, stormwater, gas, telecommunications? *

☒ No

☐ Yes

Do you intend to stockpile soil or other material at the site? *

☒ No

☐ Yes

Attachments

To provide supporting documents, browse your computer's folders and select your documents for upload (Word, PDF or JPG files ONLY, either individual or bundled in a ZIP file).

File size

You can upload a total of 20MB, however, each individual file can be no more than 10MB. You are encouraged to compress (or zip) larger files.

Quotes *

File: Irri-flow Contracting Pty Ltd - Wynnum Cricket - Field 2 & 3 Ian Droney & Wayne Broad Irrigation.pdf

Aerial photo with marked up information *

- you can use Council's [interactive mapping](#) or other online mapping tools to create this plan
- mark-ups on the aerial photo can be hand-drawn
- indicate all existing structures and the location of proposed works
- indicate the location of any trees/vegetation impacted by the project
- for sports field irrigation/bores the following information should be indicated on the plan:
 - proposed location of irrigation/bore
 - proposed location of supporting infrastructure, e.g. water tank

File: Irrigate Ian Droney and Wayne Broad Ovals.pdf

Plans of proposal *

- include dimensions and materials

File: Irrigate Ian Droney and Wayne Broad Ovals.pdf

Other supporting documents, e.g. site photos, additional drawings

File: None

Agreement

Applicant's agreement and signature

The applicant must be an authorised committee member.

Name of Organisation *

Wynnum Manly District Cricket Club

Name of Signatory

Deletion of personal information

Position *e.g. President, Secretary, Treasurer*

President

Signature



I acknowledge Queensland State Laws will accept this communication as containing my signature within the meaning of the Electronic Transactions (Qld) Act 2001. *

Date Signed:

17 Aug 2021

[read more...](#)



Receipt

Your form has been successfully submitted. Please keep a copy of this acknowledgement for your records.
To save or print a copy of the completed form and acknowledgement go to the "File" menu and select "Save as" or "Print".

Your submission details:

Submission Date and (Eastern Daylight) time:

17 Aug 2021 9:39:27 AM

Submission Receipt Number:

BCC-CC11042-39221416-3656

Deletion of personal information

From: Cameron Worley
Sent: Tuesday, 21 March 2023 3:59 PM
To: Deletion of personal information
Cc: Deletion of personal information
Subject: RE: Wynnum Manly District Cricket Club's (WMDCC) Active Gameday Project for Underground Field Irrigation

Hi Deletion of personal information

Thanks for the chat.

I've pushed this one for decision and will let you know as soon as I'm advised.

Regards



Queensland
Government

Cameron Worley
Senior Program Officer
Sport and Recreation
Department of Tourism, Innovation and Sport

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From: Deletion of personal information
Sent: Tuesday, 21 March 2023 3:16 PM
To: Cameron Worley
Deletion of personal information
Subject: RE: Wynnum Manly District Cricket Club's (WMDCC) Active Gameday Project for Underground Field Irrigation

Caution: this message came from outside of the organisation.

Be careful before clicking any link or attachment.

Thanks for your time just now Cameron. I appreciate the ability to talk you through this. Just confirming the decision we need is for:

The original Project Budget of \$165,030 (of which \$90,000 is contributed by DTIS and the Club to contribute \$75,030) is changed to the following.

Project Budget reduces to \$107,800 - Wayne Broad Oval \$90,800 + Control System \$17,000 of which \$77,800 is contributed by DTIS and the Club to contribute \$30,000.

Many Thanks – [Redacted]

From: [Redacted] [Redacted] Deletion of personal information
Sent: Tuesday, 21 March 2023 1:04 PM
To: [Redacted] Deletion of personal information
Cc: [Redacted] Deletion of personal information
Subject: RE: Wynnum Manly District Cricket Club's (WMDCC) Active Gameday Project for Underground Field Irrigation

Hi [Redacted] Deletion of personal information

Please call me to discuss if this doesn't make sense and note that all figures below are GST exclusive.

I've detailed where we are at currently, noting that a decision may change the below.

Total Project Cost under the agreement is \$165,030 with any Final Eligible Project Costs that are less than this amount to be refunded to the Department with the clubs contribution remaining at \$75,030.

Option 1 – \$107,800 (Wayne Broad Oval \$90,800 + Control System \$17,000). DTIS funding would reduce to \$32,770.

Option 2: \$151,800 (Wayne Broad Oval \$90,800 + Control System \$17,000 + Ian Droney Oval Main Line \$44,000). DTIS funding would reduce to \$76,770.

If there is anything further that can be added to Option 2 in scope with the approved funding that would get the club to \$165,030, this would be supported.

I do hope that this assists somewhat.

Regards



Queensland
Government

Cameron Worley
Senior Program Officer
Sport and Recreation
Department of Tourism, Innovation and Sport

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From: [Redacted] Deletion of personal information
Sent: Tuesday, 21 March 2023 10:25 AM
To: Cameron Worley
Cc: [Redacted] Deletion of personal information
Subject: RE: Wynnum Manly District Cricket Club's (WMDCC) Active Gameday Project for Underground Field Irrigation

Hi Cameron,

My name is [Redacted] Deletion of personal information and I am the secretary of the Wynnum Cricket Club.

Can we please get some assistance on this please as Graham and I are co-ordinating all of this work which is dependent on the irrigation work being complete as a milestone before over \$600K in field and fence rectification works can commence.

The contractor is 2 weeks overdue from starting. We have provided 2 options of the department to consider. I'm not sure whether this requires a Minister or Officer to review, but can you please assist as we really need an answer in the next couple of days, otherwise our fields will be out of action in September 23 for the start of the cricket season.

Option 1 –\$107,800 (Wayne Broad Oval \$90,800 + Control System \$17,000 ex GST). DTIS reduce their grant from \$90,000 to \$77,800, The balance \$30K comes from the Club's contribution.

Option 2: \$151,800 (Wayne Broad Oval \$90,800 + Control System \$17,000 + Ian Droney Oval Main Line \$44,000 ex GST) with DTIS continuing the \$90,000 grant with the Club to contribute \$61,800 in 2 parts:

Stage 1 - \$107,800 (Broad \$90,800 + Control System \$17,000 ex GST) to commence this week by way of \$77,800 grant + \$30,000 from the Club.

Stage 2 - \$44,000 (Droney Main line) to commence between November 23 to March 24 by way of \$12,200 grant + \$31,800 from the Club. This is just a deferral due to Ian Droney Oval being operational until October 24.

From: Cameron Worley [Redacted] Deletion of personal information
Sent: Tuesday, 14 March 2023 2:01 PM
To: [Redacted] Deletion of personal information
Subject: RE: Wynnum Manly District Cricket Club's (WMDCC) Active Gameday Project for Underground Field Irrigation

Hi [Redacted] Deletion of personal information

Your correspondence to [Redacted] Deletion of personal information regarding the issues with any project cost savings and the department's funding contribution has been referred to the Minister of Sport's office for consideration. [Redacted] will receive some correspondence back from the Minister's Office with a determination on this request. Deletion of personal information

I am not aware of a timeframe for decision however, Ms Pease MP and the club will be advised as soon as it has been considered.

As it currently stands, the department has provided its approval for the club to commence the project to install an irrigation system to the cricket facility. The question you have raised with Ms Pease is regarding the total project cost and the funding contribution from the department. If the actual total project cost in the delivery of this project is less than the amount stated in the funding agreement, then there will be a refund to the department on any cost savings. This may change due to your request via Ms Pease. Once you have a response, we can consider the options you have proposed below.

If the response from the Minister's Office is a determining factor on whether the project proceeds, or will have an impact on the club's ability to deliver the project, then the commencement of construction of the project should be delayed until you have the relevant information.

Regards



Cameron Worley
Senior Program Officer
Sport and Recreation
Department of Tourism, Innovation and Sport

[Redacted]

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From: [Redacted] >

Sent: Monday, 13 March 2023 11:32 AM

To: Cameron Worley

Cc: [Redacted]

Subject: Re: Wynnum Manly District Cricket Club's (WMDCC) Active Gameday Project for Underground Field Irrigation

Good morning, Cameron,

Not sure why we would hear an outcome before you. Could you please advise what you mean by this and also some sort of timing, noting the project is 2 weeks away from potentially starting and we are under a lot of pressure and stress here.

Joan - do you have any thoughts on this please?

Thanks

Regards,

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Wynnum Manly District Cricket Club President
175 Boundary Street, Tingalpa, Qld, 4173

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From: Cameron Worley [Redacted] Deletion of personal information

Sent: Friday, 10 March 2023 12:53 PM

To: [Redacted] Deletion of personal information

Subject: RE: Wynnum Manly District Cricket Club's (WMDCC) Active Gameday Project for Underground Field Irrigation

Hi [Redacted] Deletion of personal information

Thanks for your email and for providing some alternatives.

As you're most likely aware, your initial request was raised by Ms Joan Pease MP with the Minister for Sport, the Honourable Stirling Hinchliffe MP, and is going through a process of consideration.

The Department will provide you a response regarding alternative options for this project after the Minister has responded.

Can you please contact me when you hear of an outcome and we can continue to drive this project forward?

I appreciate your understanding and have a top weekend.

Regards



Cameron Worley

Senior Program Officer

Sport and Recreation

Department of Tourism, Innovation and Sport

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From: [Redacted] Deleted personal information
Sent: Thursday, 9 March 2023 2:24 PM
To: Cameron Worley
Cc: Deleted personal information
Subject: Re: Wynnum Manly District Cricket Club's (WMDCC) Active Gameday Project for Underground Field Irrigation

Dear Cameron

We wanted to share the status of the below \$90,000 grant and subsequent club contribution of \$75,000 for the Field irrigation works now ready to commence. The Club and committee is conscious that we want to be 100% transparent and clear about the way forward.

As you would appreciate there has been a huge effort over the past few months to quote and program these works coinciding with huge inflation pressures, supply chain issues and labour shortages with civil contractors. As a result, the original \$165,000 quote has increased to \$210,000, since the time the grant was provided. In simple terms we cannot fund the shortfall of \$45,000.

Therefore, we have looked at alternatives and want to propose the following options for your approval. We have committed the contractor to these works in April 2023, and they have started ordering materials, so it is important that we resolve this issue as soon as possible, and hence why we have debriefed with Joan Pease (State MP) to ensure she is also across the status.

The alternatives provide a lesser scope than the original works of \$165,000 (now \$210,000), for the reasons stated above.

Option 1 –\$107,800 (Wayne Broad Oval \$90,800 + Control System \$17,000 ex GST). DTIS reduce their grant from \$90,000 to \$77,800, The balance \$30K comes from the Club's contribution.

Option 2: \$151,800 (Wayne Broad Oval \$90,800 + Control System \$17,000 + Ian Droney Oval Main Line \$44,000 ex GST) with DTIS continuing the \$90,000 grant with the Club to contribute \$61,800 in 2 parts:

Stage 1 - \$107,800 (Broad \$90,800 + Control System \$17,000 ex GST) to commence this week by way of \$77,800 grant + \$30,000 from the Club.

Stage 2 - \$44,000 (Droney Main line) to commence between November 23 to March 24 by way of \$12,200 grant + \$31,800 from the Club. This is just a deferral due to Ian Droney Oval being operational until October 24.

Hope this makes sense and something you can support / approve.

Regards,

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Wynnum Manly District Cricket Club President
175 Boundary Street, Tingalpa, Qld, 4173

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From: Cameron Worley [Redacted] Deletion of personal information

Sent: Wednesday, 1 March 2023 9:07 AM

To: [Redacted] Deletion of personal information

Cc: [Redacted] Deletion of personal information

Subject: RE: Wynnum Manly District Cricket Club's (WMDCC) Active Gameday Project for Underground Field Irrigation

Morning [Redacted] Deletion of personal information

I tried calling you just now to advise and I have checked up the line regarding the below.

Clause 5.3 of the Terms and Conditions (attached) references that where the Final Eligible Project Costs are less than the Estimated Total Project Costs, the Recipient's Contribution will remain unchanged and the amount of funding will be reduced.

Can you please advise if the club would like to continue with the project or whether the club would like to cease and refund the amount?

Out of interest, did you mention yesterday afternoon that the below is a quote for both fields?

Regards



Cameron Worley
Senior Program Officer
Sport and Recreation
Department of Tourism, Innovation and Sport

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From: Deletion of personal information

Sent: Tuesday, 28 February 2023 3:07 PM

To: Cameron Worley

Cc: Deletion of personal information

Subject: Wynnum Manly District Cricket Club's (WMDCC) Active Gameday Project for Underground Field Irrigation

Good afternoon, Cameron,

As per our discussion earlier today with regards to Wynnum Manly District Cricket Club's (WMDCC) Active Gameday Project for Underground Field Irrigation (highlighted below) we have received the following firm and final quote from our Irrigation Contractor.

IMPORTANT: Each time you enter information you must click the Save button.

Active Gameday - Project Details

Choose the type of construction which best describes your project

upgrade of existing infrastructure

What is the primary focus of the project?

Type 2 - Develop or upgrade of playing surfaces/space(s) including irrigation

Printed: 05/11/2021 09:13

Page: 5 of 9

Id: AE-AGP01-2021-0016

Provide a short description of the current facilities you have

The Scope of Works provided is supply & install irrigation system with Irrigation Controller, Flow Sensor, Radio Pump Start Relay, Rain Switch, Control Cable, Turf Sprinklers, Solenoid Valves, Valve Boxes, Mains & Lateral Polypipes & Fittings.

Provide a short summary of your intended project

Our project is to install an automated irrigation system to Ian Droney Field & connect to our existing pumps, tanks & systems. This field and the wicket blocks are used by our lower Grade Teams for both Men & Women matches

Who is the Landowner of the project site?

Local Government

If this is on School land - List the name of the school

Attach a copy of land tenure and/or current right to occupy/lease arrangement for a minimum of three years/ Hire Arrangement if on School Land

Lease.pdf

If you are a State Level Organisation managing infrastructure for local community use, do you have a professional team/s in residence

Attach a copy of permission to build from the land owner (if applicable)

Wynnum Manly District Cricket Club Inc - Council AFW - OL 13936226.pdf

Attach a sketch design of what you intend to build

WMDCC - Irrigation Design Ian Droney Oval.pdf

Project Budget

What is the estimated total project cost (GST Exclusive)?

165030

Confirm the co-contribution you are providing for this project

75030

What is the amount you are requesting from the department (GST Exclusive)?

90000

Please attach the Budget Table provided in section wording Section 4 - Project Costs

WMDCC - Project Budget.xlsx

Please provide evidence of confirmed

Printed: 05/11/2021 09:13

Page: 7 of 9

Id: AE-AGP01-2021-0016

financial co-contribution (including all ineligible costs)

28 September 2021 Statement.pdf

Firm and Final Quote from our Irrigation Contractor.

Scope of Works -**\$90,800.00 + GST.**

- Water supply from existing Calpeda MXVL 50-1611 irrigation pump. The pump has been examined & is fully operational. Please note that the pump shed was left dummy locked, as we found it.
- Connect to existing 90mm main line from pump.
- Connect to existing 80mm isolation valve.
- 90mm poly ring main
- Decoder cable
- Earthing to manufactures specification.
- 19 x Rain Bird PGA 40mm solenoid valves c/w o'ring articulated riser, 40mm ball valve & lockable valve box.
- Up to 65 x Rain Bird Falcon, S/S heads
- 1 x 50mm air valve
- 2 x 25mm brass QCXV to cricket block
- 50mm master valve
- 1 x brass flow sensor
- Individual cricket block irrigation station, heads will be back-to-back.
- All laterals will be mole ploughed, allowing the playing surface to be playable in 3 weeks.
- Full training & GPS as constructed drawing & as constructed data.

Scope of Works – Control System \$17,000.00 + GST

- Rain Bird IVM controller, 60 station capacity.
- 4G cartridge for remote access
- Choke filter & capacitor to controller
- Radio telemetry pump/controller

-
- Wireless rain sensor
 - External antenna c/w coaxial cable
 - S/S controller enclosure

Total = \$107,800+GST

DTIS has already deposited the entire Grant Monies of \$90,000 excl. GST in WMDCC's Bank Account previously.

As can be seen from the above, our initial estimated Project Cost (GST excl) was \$165,030 and the Actual Firm and Final Quote has come in significantly lower at \$107,800 + GST.

We requested, and obtained \$90,000 (GST excl.) from the Active Game Day Project which stipulated that we required a minimum of 20% club contribution over and above this amount to be grant application compliant.

Simple maths provides a difference between \$165,030 and \$90,000 that WMDCC's estimate co-contribution was previously \$75,030.

WMDCC are asking if you would allow our club to only contribute the actual final quote difference of \$107,800 + GST = \$118,580 - \$90,000 = \$28,580 (24% approximately) which exceeds the initial minimum Grant Requirement of 20% club contribution to acquit these works.

As the commencement date for these works is 1st April (one month away), and based on current slow fabrication times globally of irrigation manufacture we politely request an extremely prompt response to this request.

If you require any further on this above item please do not hesitate to contact me on the details below.

Regards,

Deletion of personal information

Wynnum Manly District Cricket Club President
175 Boundary Street, Tingalpa, Qld, 4173

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From: Cameron Worley [redacted]
Sent: Monday, 6 February 2023 11:29 AM Deletion of personal information
To: [redacted] Deletion of personal information
Cc: [redacted] Deletion of personal information
Subject: RE: Night Lighting Project - SRQ

Morning [redacted] Deletion of personal information

Must say it does sound fitting! Smooth sailing from here definitely!

I've received confirmation that the club is eligible to apply for a separate project under the Minor Infrastructure program and that it will not impact your applicant.

Enjoy the week.

Regards



Cameron Worley
Senior Program Officer
Sport and Recreation
Department of Tourism, Innovation and Sport

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From: [Redacted]
Sent: Friday, 3 February 2023 10:44 AM
To: Cameron Worley
Cc: [Redacted]
Subject: Re: Night Lighting Project - SRQ

Thanks Cameron.

Yep, all confirmed for April Fools Day start hahahah - seems appropriate right?

Regards,

[Redacted]
Wynnum Manly District Cricket Club President
175 Boundary Street, Tingalpa, Qld, 4173
[Redacted]
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LinkedIn:- Wynnum Manly District Cricket Club
Website:- <http://seaeagles.qld.cricket.com.au/>



From: Cameron Worley [Redacted]
Sent: Friday, 3 February 2023 10:41 AM
To: [Redacted]
Cc: [Redacted]
Subject: RE: Night Lighting Project - SRQ

Hi [Redacted]

Apologies for the delayed response, I got caught up in the Auckland emergency event and have only just gotten back to Aussie.

I've spoken to my colleague, Stacey Martin (who I believed called you) and have just logged an internal question for official response.

To my knowledge, I don't believe it will impact your application as they are separate projects but I want to be certain and not waste your time in applying.

Will let you know as soon as the team responds to me.

Regarding your Gameday irrigation project, are you confirmed with contractor for an April start (Stacey had referenced this in her notes)?

Regards



Cameron Worley
Senior Program Officer
Sport and Recreation
Department of Tourism, Innovation and Sport

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From: [Redacted] Deletion of personal information

Sent: Wednesday, 25 January 2023 3:46 PM

To: Cameron Worley

Cc: [Redacted] Deletion of personal information

Subject: Re: Night Lighting Project - SRQ

Good afternoon , Cameron,

Could you please review the below email from our Grant Writer and advise your thoughts around same.

Hope you are well mate.

Regards,

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Wynnum Manly District Cricket Club President
175 Boundary Street, Tingalpa, Qld, 4173

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To: [REDACTED] Deletion of personal information

Cc: [REDACTED] Deletion of personal information

In regard to this project

I spoke with an Officer to find out who is the contact to discuss the Lighting with.

They said Cameron Worley who I think is your contact for your approved irrigation project (which I had forgotten about). They thought he was on leave and they weren't sure whether he is back next Monday or the following week.

The person I spoke mentioned the irrigation project and said while the club doesn't have any outstanding issues with that project, he thought it would be difficult to get approval for another grant when you have a current grant in the system. He didn't say you were ineligible or that you couldn't apply, just that the moderation team will look at things like this when making final recommendations to the Minister for approval.

So the conversation with Cameron is that you have been working towards an application for Night Lighting under the Minor Infrastructure Program. The first question to him is, will the irrigation approval inhibit the Night Lighting project. And depending on that response, are there any key points you as a club need to be mindful of.

Regards

Statement	Percentage of Agreement
Deletion of personal information	82%
Access to personal information	78%
Security of personal information	75%
Control of personal information	72%
Transparency of personal information	68%
Accountability of personal information	65%
Privacy of personal information	62%

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From: [Redacted] Deletion of personal information
Sent: Monday, 11 July 2022 11:48 AM
To: Brian Hegarty Deletion of personal information
Cc: Cameron Worley; [Redacted]
Subject: Re: Pre-construction requirements for Wynnum Manly District Cricket Club - Irrigation for Ian Droney Field, Tingalpa
Attachments: BCC-CC11042-39221416-3656.pdf; Facilities Operations - Wynnum Manly District Cricket Club Inc - AFW - OL 13936226 - Extend underground irrigation - 08 Sep 2021.pdf; Irrigate Ian Droney and Wayne Broad Ovals.pdf

Good morning, Brian,

Thanks for the brief chat this morning.

As discussed, please find attached our application to BCC for the AFQ which clearly states the AFW is for both Ian Droney AND Wayne Broad Oval.

I've also reattached Council's AFW approval for same.

Finally, I have attached the irrigation design layout for both Ian Droney and Wayne Broad Oval.

Hope it all helps.

Regards,

[Redacted] Deletion of personal information
Wynnum Manly District Cricket Club President
175 Boundary Street, Tingalpa, Qld, 4173

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From: Brian Hegarty
Sent: Wednesday, 6 July 2022 3:22 PM
To: [Redacted] Deletion of personal information
Cc: Cameron Worley ; [Redacted] Deletion of personal information
Subject: Pre-construction requirements for Wynnum Manly District Cricket Club - Irrigation for Ian Droney Field, Tingalpa
Hi [Redacted] Deletion of personal information

The department requires the documentation below to address the pre-construction milestones and generate the second payment of the club's approved Active Gameday Projects funding for the irrigation project at Ian Droney Field, Tingalpa. As mentioned, some of these documents are updates to the those provided at application time and required given it has been 8 months since the program closed.

- **Project Costs** – an updated quote dated no earlier than 1 March 2022 from the preferred contractor or an email with the original quote attached and confirming this quote and its price is still valid.
- **Building Approval** - if the preferred supplier can also (in their quote or via email correspondence) confirm that the project does not require **building approval** this will address this requirement.
- **Project Program** preferably a Gantt Chart or a similar with main project milestones. Your preferred contractor may be able to provide this based on a negotiated schedule of delivery.

Once these items are supplied the approval to proceed to installation will be issued along with the generation of the second (and final) payment of the approved funds of \$72,000 (excluding GST).
Should you have any further queries, please contact me.

Warm regards,



Brian Hegarty
A/ Senior Engagement Officer - Sport and Recreation
South Coast
Department of Tourism, Innovation and Sport

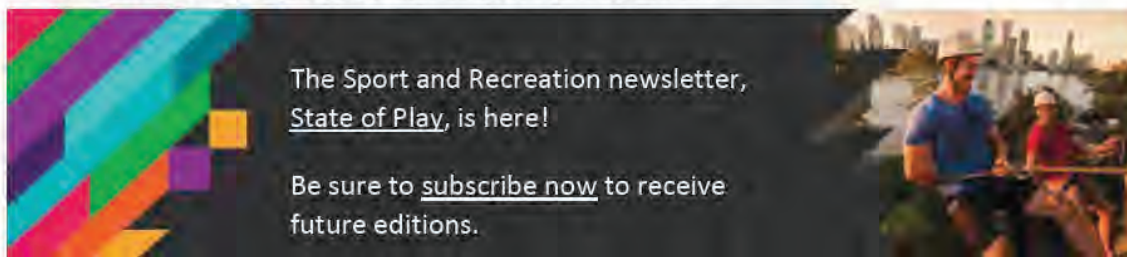
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From: Cameron Worley
Sent: Wednesday, 1 March 2023 9:08 AM
To: Deletion of personal information
Cc:
Subject: RE: Wynnum Manly District Cricket Club's (WMDCC) Active Gameday Project for Underground Field Irrigation
Attachments: SR Infrastructure Grant Terms and Conditions _ Ver C FINAL 29 3 2021.pdf

Morning Deletion of personal information

I tried calling you just now to advise and I have checked up the line regarding the below.

Clause 5.3 of the Terms and Conditions (attached) references that where the Final Eligible Project Costs are less than the Estimated Total Project Costs, the Recipient's Contribution will remain unchanged and the amount of funding will be reduced.

Can you please advise if the club would like to continue with the project or whether the club would like to cease and refund the amount?

Out of interest, did you mention yesterday afternoon that the below is a quote for both fields?

Regards



Cameron Worley
Senior Program Officer
Sport and Recreation
Department of Tourism, Innovation and Sport

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From: Deletion of personal information
Sent: Tuesday, 28 February 2023 3:07 PM
To: Cameron Worley
Cc: Deletion of personal information
Subject: Wynnum Manly District Cricket Club's (WMDCC) Active Gameday Project for Underground Field Irrigation

Caution: this message came from outside of the organisation.

Be careful before clicking any link or attachment.

Good afternoon, Cameron,

As per our discussion earlier today with regards to Wynnum Manly District Cricket Club's (WMDCC) Active Gameday Project for Underground Field Irrigation (highlighted below) we have received the following firm and final quote from our Irrigation Contractor.

IMPORTANT: Each time you enter information you must click the save button.

Active Gameday - Project Details

Choose the type of construction which best describes your project

upgrade of existing infrastructure

What is the primary focus of the project?

Type 2 - Develop or upgrade of playing surfaces/space(s) including irrigation

Printed: 05/11/2021 09:13

Page: 5 of 5

(U) AE-AGPF01-2021-0018

Provide a short description of the current facilities you have

The Scope of Works provided is supply & install irrigation system with Irrigation Controller, Flow Sensor, Radio Pump Start Relay, Rain Switch, Control Cable, Turf Sprinklers, Solenoid Valves, Valve Boxes, Mains & Lateral Polypipes & Fittings.

Provide a short summary of your intended project.

Our project is to install an automated irrigation system to Ian Droney Field & connect to our existing pumps, tanks & systems. This field and the wicket blocks are used by our lower Grade Teams for both Men & Women matches.

Who is the Landowner of the project site?

Local Government

If this is on School land - List the name of the school

Attach a copy of land tenure and/or current right to occupy/lease arrangement for a minimum of three years/ Hire Arrangement if on School Land

Lease.pdf

If you are a State Level Organisation managing infrastructure for local community use, do you have a professional team/s in residence

Attach a copy of permission to build from the land owner (if applicable)

Wynnum Manly District Cricket Club Inc - Council AFW - OL 13936226.pdf

Attach a sketch design of what you intend to build

WMDCC - Irrigation Design Ian Droney Oval.pdf

Project Budget	
What is the estimated total project cost (GST Exclusive)?	165030
Confirm the co-contribution you are providing for this project	75030
What is the amount you are requesting from the department (GST Exclusive)?	90000
Please attach the Budget Table provided in section wording Section 4 - Project Costs	WMDCC - Project Budget.xlsx
Please provide evidence of confirmed	

Printed: 05/11/2021 09:13

Page: 7 of 9

Id: AE-AGPF01-2021-0016

financial co-contribution (including all ineligible costs)	28 September 2021 Statement.pdf
--	---------------------------------

Firm and Final Quote from our Irrigation Contractor.

Scope of Works - \$90,800.00 + GST.

- Water supply from existing Calpeda MXVL 50-1611 irrigation pump. The pump has been examined & is fully operational. Please note that the pump shed was left dummy locked, as we found it.
- Connect to existing 90mm main line from pump.
- Connect to existing 80mm isolation valve.
- 90mm poly ring main
- Decoder cable
- Earthing to manufactures specification.
- 19 x Rain Bird PGA 40mm solenoid valves c/w o'ring articulated riser, 40mm ball valve & lockable valve box.
- Up to 65 x Rain Bird Falcon, S/S heads
- 1 x 50mm air valve
- 2 x 25mm brass QCXV to cricket block
- 50mm master valve
- 1 x brass flow sensor
- Individual cricket block irrigation station, heads will be back-to-back.
- All laterals will be mole ploughed, allowing the playing surface to be playable in 3 weeks.
- Full training & GPS as constructed drawing & as constructed data.

Scope of Works – Control System \$17,000.00 + GST

- Rain Bird IVM controller, 60 station capacity
- 4G cartridge for remote access
- Choke filter & capacitor to controller
- Radio telemetry pump/controller

-
- Wireless rain sensor
 - External antenna c/w coaxial cable
 - S/S controller enclosure

Total = \$107,800+GST

DTIS has already deposited the entire Grant Monies of \$90,000 excl. GST in WMDCC's Bank Account previously.

As can be seen from the above, our initial estimated Project Cost (GST excl) was \$165,030 and the Actual Firm and Final Quote has come in significantly lower at \$107,800 + GST.

We requested, and obtained \$90,000 (GST excl.) from the Active Game Day Project which stipulated that we required a minimum of 20% club contribution over and above this amount to be grant application compliant.

Simple maths provides a difference between \$165,030 and \$90,000 that WMDCC's estimate co-contribution was previously \$75,030.

WMDCC are asking if you would allow our club to only contribute the actual final quote difference of \$107,800 + GST = \$118,580 - \$90,000 = \$28,580 (24% approximately) which exceeds the initial minimum Grant Requirement of 20% club contribution to acquit these works.

As the commencement date for these works is 1st April (one month away), and based on current slow fabrication times globally of irrigation manufacture we politely request an extremely prompt response to this request.

If you require any further on this above item please do not hesitate to contact me on the details below.

Regards,

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Wynnum Manly District Cricket Club President
175 Boundary Street, Tingalpa, Qld, 4173

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From: Cameron Worley [Deletion of personal information]
Sent: Monday, 6 February 2023 11:29 AM
To: [Deletion of personal information]
Cc: [Deletion of personal information]
Subject: RE: Night Lighting Project - SRQ

Morning [Deletion of personal information]

Must say it does sound fitting! Smooth sailing from here definitely!

I've received confirmation that the club is eligible to apply for a separate project under the Minor Infrastructure program and that it will not impact your applicant.

Enjoy the week.

Regards



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Cameron Worley
Senior Program Officer
Sport and Recreation
Department of Tourism, Innovation and Sport

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From: [Deletion of personal information]
Sent: Friday, 3 February 2023 10:44 AM
To: Cameron Worley
Cc: [Deletion of personal information]
Subject: Re: Night Lighting Project - SRQ

Thanks Cameron.

Yep, all confirmed for April Fools Day start hahahah - seems appropriate right?

Regards,

[Deletion of personal information]

Wynnum Manly District Cricket Club President

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From: Cameron Worley | Deletion of personal information

Sent: Friday, 3 February 2023 10:41 AM

To: | Deletion of personal information

Cc: | Deletion of personal information

Subject: RE: Night Lighting Project - SRQ

Hi | Deletion of personal information

Apologies for the delayed response, I got caught up in the Auckland emergency event and have only just gotten back to Aussie.

I've spoken to my colleague, Stacey Martin (who I believed called you) and have just logged an internal question for official response.

To my knowledge, I don't believe it will impact your application as they are separate projects but I want to be certain and not waste your time in applying.

Will let you know as soon as the team responds to me.

Regarding your Gameday irrigation project, are you confirmed with contractor for an April start (Stacey had referenced this in her notes)?

Regards



Cameron Worley

Senior Program Officer

Sport and Recreation

Department of Tourism, Innovation and Sport

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From: [Redacted] Deletion of personal information
Sent: Wednesday, 25 January 2023 3:46 PM
To: Cameron Worley
Cc: [Redacted] Deletion of personal information
Subject: Re: Night Lighting Project - SRQ

Good afternoon , Cameron,

Could you please review the below email from our Grant Writer and advise your thoughts around same.

Hope you are well mate.

Regards,

[Redacted] Deletion of personal information

Wynnum Manly District Cricket Club President
175 Boundary Street, Tingalpa, Qld, 4173

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From: [Redacted] Deletion of personal information
Sent: Wednesday, 25 January 2023 3:42 PM
To: [Redacted] Deletion of personal information
Cc: [Redacted] Deletion of personal information
Subject: Night Lighting Project - SRQ

In regard to this project [Redacted] Deletion of personal information

I spoke with an Officer to find out who is the contact to discuss the Lighting with.

They said Cameron Worley who I think is your contact for your approved irrigation project (which I had forgotten about). They thought he was on leave and they weren't sure whether he is back next Monday or the following week.

The person I spoke mentioned the irrigation project and said while the club doesn't have any outstanding issues with that project, he thought it would be difficult to get approval for another grant when you have a current grant in the system. He didn't say you were ineligible or that you couldn't apply, just that the moderation team will look at things like this when making final recommendations to the Minister for approval.

So the conversation with Cameron is that you have been working towards an application for Night Lighting under the Minor Infrastructure Program. The first question to him is, will the irrigation approval inhibit the Night Lighting project. And depending on that response, are there any key points you as a club need to be mindful of.

Regards

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From: [Redacted] Deletion of personal information
Sent: Friday, 22 July 2022 12:55 PM
To: Cameron Worley; [Redacted] Deletion of personal information
Cc: [Redacted] Deletion of personal information
Subject: Re: Pre-construction requirements for Wynnum Manly District Cricket Club - Irrigation for Ian Droney Field, Tingalpa
Attachments: Facilities Operations - Wynnum Manly District Cricket Club - Letter of intent to renew - 19 October 2021.pdf

[Redacted]
[Redacted] Deletion of personal information
I don't seem to have a copy of the below (signed) do you?

Cameron, Please see a letter from Council dated 19 Oct 2021 which advises that we currently hold a registered lease and of Councils intent to renew our lease upon expiration - will this suffice?

Regards,

[Redacted] Deletion of personal information
Wynnum Manly District Cricket Club President
175 Boundary Street, Tingalpa, Qld, 4173

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From: Cameron Worley
Sent: Friday, 22 July 2022 12:42 PM
To: [Redacted] Deletion of personal information
Cc: [Redacted] Deletion of personal information
Subject: RE: Pre-construction requirements for Wynnum Manly District Cricket Club - Irrigation for Ian Droney Field, Tingalpa
Hi [Redacted] Deletion of personal information

Thanks for sending through and for the call earlier.

The lease appears to be missing Council's signature as per the snippet below, can you please provide a copy that includes Council's execution?

Title Reference 14521036

8. Grant/Execution

The Lessor leases the premises described in item 5 to the Lessee for the term stated in item 6 subject to the covenants and conditions contained in the attached schedule.
Witnessing officer must be aware of his/her obligations under section 162 of the Land Title Act 1994

signature
full name
Execution Date
Lessor's Signature
qualification
Witnessing Officer
(Witnessing officer must be in accordance with Schedule 1 of Land Title Act 1994 eg Legal Practitioner, JP, C Dec)

Regarding the contract and warranty information, confirming that it will be okay for the club to provide unsigned for the Department to review.

Regards



Queensland
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Cameron Worley
Senior Program Officer
Sport and Recreation
Department of Tourism, Innovation and Sport

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From: [Deletion of personal information](#)

Sent: Friday, 22 July 2022 10:26 AM

To: Cameron Worley

Cc: [Deletion of personal information](#)

Subject: Re: Pre-construction requirements for Wynnum Manly District Cricket Club - Irrigation for Ian Droney Field, Tingalpa

Thanks you Cameron, greatly appreciated.

Please find attached

- Copy of actual lease - **attached**
- Construction contract
- Warranty information (if not in contract)
- Project program (I note in previous correspondence with Brian, you were able to supply upon receiving support for irrigation of two fields and engaging the contractor) - **attached**

Regards,

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175 Boundary Street, Tingalpa, Qld, 4173

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From: [Redacted]
Sent: Friday, 22 July 2022 9:54 AM
To: [Redacted]
Cc: [Redacted]
Subject: RE: Pre-construction requirements for Wynnum Manly District Cricket Club - Irrigation for Ian Droney Field, Tingalpa
Hi again [Redacted]

Your project has now been reviewed by the approving Manager.

The request for upgrade of irrigation on two fields is supported, with additional cost risk sitting with WMDCC (as acknowledged by WMDCC in previous correspondence with Brian).

Regarding pre-construction conditions, can you please supply the below?

- Copy of actual lease
- Construction contract
- Warranty information (if not in contract)
- Project program (I note in previous correspondence with Brian, you were able to supply upon receiving support for irrigation of two fields and engaging the contractor)

Thanks for your time.

Regards



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Cameron Worley
Senior Program Officer
Sport and Recreation
Department of Tourism, Innovation and Sport
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From: [Redacted]
Sent: Friday, 22 July 2022 7:38 AM
To: Cameron Worley
Cc: [Redacted]

Subject: Re: Pre-construction requirements for Wynnum Manly District Cricket Club - Irrigation for Ian Droney Field, Tingalpa
Thanks Cameron
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From: Cameron Worley <[Redacted]>
Sent: Friday, July 22, 2022 7:36:48 AM
To: [Redacted]
Cc: [Redacted]

Subject: RE: Pre-construction requirements for Wynnum Manly District Cricket Club - Irrigation for Ian Droney Field, Tingalpa

Morning Graham

I'm now back on deck.

I had put all of your pre-construction items for this project (minus the project gantt that you're able to supply later) for review and potential approval, this included the irrigation of two fields and confirmation from WMDCC of financial support of the two fields.

I've followed up again this morning regarding the outcome.

Will let you know as soon as I hear back.

Regards



Cameron Worley
Senior Program Officer
Sport and Recreation
Department of Tourism, Innovation and Sport
[Redacted]

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From: [Redacted]
Sent: Thursday, 21 July 2022 4:00 PM
To: Brian Hegarty
Cc: Cameron Worley <[Redacted]>

Subject: Re: Pre-construction requirements for Wynnum Manly District Cricket Club - Irrigation for Ian Droney Field, Tingalpa

Good afternoon, Brian,

Can you please advise where the below is with respect to the last emails dated 11th July?

Thank you.

Regards,

[Redacted]

Wynnum Manly District Cricket Club President
175 Boundary Street, Tingalpa, Qld, 4173

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From: Brian Hegarty - [Redacted]
Sent: Monday, 11 July 2022 2:03 PM
To: [Redacted]
Cc: Cameron Worley [Redacted]; [Redacted]
Subject: RE: Pre-construction requirements for Wynnum Manly District Cricket Club - Irrigation for Ian Droney Field, Tingalpa

Hi [Redacted]

Further to our conversation, the department would require assurance that the remaining money contribution apart from the approved funding of \$90,000 (GST exclusive) will be the responsibility of Wynnum Manly District Cricket Club. If this can be formally acknowledged, then the department is supportive to utilising the approved funding under Active Gameday to irrigate two fields based on the quote from Project Pumps and Irrigation to upgrade irrigation to the Ian Droney and Wayne Broad fields at Tingalpa.

I have attached the latest WMDCC bank statement that the department received in early June 2022.

Are you able to confirm that WMDCC will have sufficient funds to have the project completed for both fields should the department approve your request?

Should you have any further queries, please contact me.

Warm regards,



Brian Hegarty
A/ Senior Engagement Officer - Sport and Recreation
South Coast
Department of Tourism, Innovation and Sport
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Be sure to subscribe now to receive future editions.



From: [Redacted]
Sent: Friday, 8 July 2022 11:12 AM
To: Brian Hegarty
Cc: Cameron Worley; [Redacted]
Subject: Re: Pre-construction requirements for Wynnum Manly District Cricket Club - Irrigation for Ian Droney Field, Tingalpa

Good morning, Brian,

As per my call yesterday, please find below a full description of our challenges with this grant.

1. Wynnum Manly District Cricket Club (WMDCC) received the grant documents and the initial first payment from DTIS
2. We looked to engage the best priced Irrigation company from the three quotes to do the work but have been let down by his availability. A disagreement ensued and we parted ways.
3. We were advised by Queensland Cricket (QC) that a different Irrigation company might be interested in the works and were reputable and had done projects recently for QC
4. We asked the new Irrigation company for a quote and they advised that the three initial quotes were extremely over-priced.
5. For indication purposes, we have another field that we intend to get irrigated by a similar grant process in the future so I asked for their quote to be provided for
 - a. the original scope of one field (Ian Droney Oval), and
 - b. two fields (Ian Droney and Wayne Broad Ovals)
6. As can be seen by the attached quote, the new irrigation company has a similar quote to the original 3 quotes but it would include both fields, not just one.

So, I am asking you to tell us what we need to do to acquit this grant without doing anything incorrectly.

Do we:-

1. Just get Ian Droney Oval irrigated as per the original scope? if so, does the funding amount change and if so, to what?
2. Do we get both Ian Droney and Wayne Broad Oval irrigated using all of the current funding agreement?

My apologies for this drama but it has been extremely painful and upsetting from our end to go through this process as you could imagine.

Please also note, I can suffice all three of your requirements below with the following:

- **Project Costs** – an updated quote dated no earlier than 1 March 2022 from the preferred contractor or an email with the original quote attached and confirming this quote and its price is still valid. **see attached new quote**
- **Building Approval** - if the preferred supplier can also (in their quote or via email correspondence) confirm that the project does not require **building approval** this will address this requirement. - **see below statement from the new irrigation company as requested**
- **Project Program** preferably a Gantt Chart or a similar with main project milestones. Your preferred contractor may be able to provide this based on a negotiated schedule of delivery. **we have this done but will be dependent on the outcome of our email above obviously.**

Building Approval from New Irrigation Company

Hi [Redacted] Deletion of personal information

I can confirm the project does not require building approval.

I'll detail it in the tender.

Regards

[Redacted] Deletion of personal information



Unit 1 29-39 Business Drive
Narangba Qld 4504
(PO Box 660)
Mango Hill Qld 4509
Australia

Deletion of personal information
Fax: +(617) 32931143

Deletion of personal information
email: Deletion of personal information

Thank you for your continual support. I look forward to your reply.

Regards,

[Redacted] Deletion of personal information

Wynnum Manly District Cricket Club President
175 Boundary Street, Tingalpa, Qld, 4173

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From: Brian Hegarty <Deletion of personal information>

Sent: Wednesday, 6 July 2022 3:22 PM

To: Deletion of personal information

Cc: Cameron Worley <Deletion of personal information> <Deletion of personal information>

Subject: Pre-construction requirements for Wynnum Manly District Cricket Club - Irrigation for Ian Droney Field, Tingalpa

Hi Graham,

The department requires the documentation below to address the pre-construction milestones and generate the second payment of the club's approved Active Gameday Projects funding for the irrigation project at Ian Droney Field, Tingalpa. As mentioned, some of these documents are updates to the those provided at application time and required given it has been 8 months since the program closed.

- **Project Costs** – an updated quote dated no earlier than 1 March 2022 from the preferred contractor or an email with the original quote attached and confirming this quote and its price is still valid.
- **Building Approval** - if the preferred supplier can also (in their quote or via email correspondence) confirm that the project does not require building approval this will address this requirement.
- **Project Program** preferably a Gantt Chart or a similar with main project milestones. Your preferred contractor may be able to provide this based on a negotiated schedule of delivery.

Once these items are supplied the approval to proceed to installation will be issued along with the generation of the second (and final) payment of the approved funds of \$72,000 (excluding GST).

Should you have any further queries, please contact me.

Warm regards,



Brian Hegarty
A/ Senior Engagement Officer - Sport and Recreation
South Coast

Department of Tourism, Innovation and Sport

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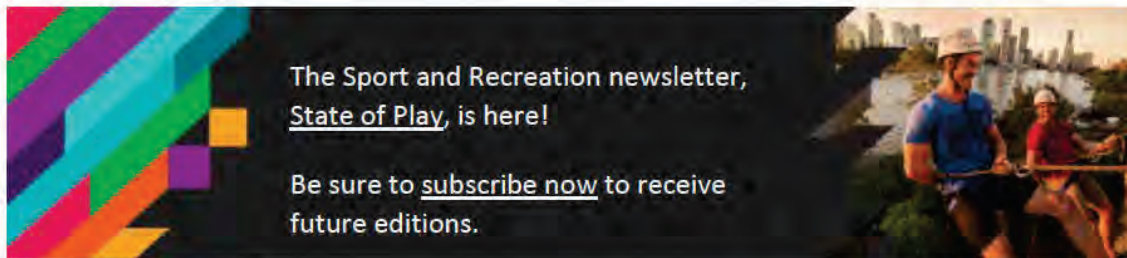
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From: Cameron Worley
Sent: Wednesday, 3 August 2022 9:11 AM
To: Deletion of personal information
Cc: Deletion of personal information
Subject: RE: Pre-construction requirements for Wynnum Manly District Cricket Club - Irrigation for Ian Droney Field, Tingalpa

Good Morning Deletion of personal information

Yes, thank you for the clarification.

Have a good day.

Regards



Queensland
Government

Cameron Worley
Senior Program Officer
Sport and Recreation
Department of Tourism, Innovation and Sport

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From: Deletion of personal information
Sent: Wednesday, 3 August 2022 7:06 AM
To: Deletion of personal information; Cameron Worley
Cc: Deletion of personal information
Subject: Re: Pre-construction requirements for Wynnum Manly District Cricket Club - Irrigation for Ian Droney Field, Tingalpa

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Perfect Deletion of personal information thank you
Cameron I assume the above suffices?

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From: Deletion of personal information
Sent: Wednesday, August 3, 2022 6:23:19 AM
To: Deletion of personal information; Cameron Worley; Deletion of personal information
Cc: Deletion of personal information; Deletion of personal information; Deletion of personal information

[Redacted] Deletion of personal information

Subject: RE: Pre-construction requirements for Wynnum Manly District Cricket Club - Irrigation for Ian Droney Field, Tingalpa

Hi [Redacted] Deletion of personal information

For a project of this size, a PO is sufficient.

We have several conditions in our tender that our Clients acknowledges, with invoicing on a progress claim / final completion basis.

Project Irrigation will cover the entire projects warranty, if any problems arise, we take the responsibility to rectifying on ourselves.

Regards

[Redacted] Deletion of personal information



Unit 1 29-39 Business Drive
Narangba Qld 4504
(PO Box 660)
Mango Hill Qld 4509
Australia

[Redacted] Deletion of personal information

Fax: +(617) 32931143

[Redacted] Deletion of personal information

From: [Redacted] Deletion of personal information

Sent: Tuesday, 2 August 2022 4:01 PM

To: Cameron Worley [Redacted] Deletion of personal information ; [Redacted] Deletion of personal information

Cc: [Redacted] Deletion of personal information ; [Redacted] Deletion of personal information

Subject: Re: Pre-construction requirements for Wynnum Manly District Cricket Club - Irrigation for Ian Droney Field, Tingalpa

Thank you, Cameron.

[Redacted] Deletion of personal information

[Redacted] - do you typically draw up a contract for these sort of works?

Project Pumps & Irrigation would be responsible for the warranty based around its suppliers wouldn't it [Redacted] Deletion of personal information

When you say "final payment" we haven't received any initial payment as yet????

Regards,

[Redacted] Deletion of personal information

Wynnum Manly District Cricket Club President
175 Boundary Street, Tingalpa, Qld, 4173

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From: Cameron Worley [Redacted]
Sent: Tuesday, 2 August 2022 3:55 PM
To: [Redacted]
Cc: [Redacted]
Subject: RE: Pre-construction requirements for Wynnum Manly District Cricket Club - Irrigation for Ian Droney Field, Tingalpa

Hi [Redacted]

I've run this past my boss and he is supportive for the club to proceed if they are comfortable with the contract terms.

Can you please send me a copy of the executed contract when completed?

In regards to the warranty, who would be actioning/responsible for the warranty if needed?

If it's Rain Bird, do they have an Australian based entity or would the club be dealing with an overseas entity? Alternatively, would Project Pumps & Irrigation be responsible?

I will action the process for the club receiving their final payment.

Regards



Cameron Worley
Senior Program Officer
Sport and Recreation
Department of Tourism, Innovation and Sport

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From: [Redacted]
Sent: Tuesday, 2 August 2022 1:29 PM
To: [Redacted] Cameron Worley
[Redacted]

Cc: [Redacted] Deletion of personal information

Subject: Re: Pre-construction requirements for Wynnum Manly District Cricket Club - Irrigation for Ian Droney Field, Tingalpa

Thanks [Redacted] Deletion of personal information

Cameron - I assume this suffices your requirements mate?

Regards,

[Redacted] Deletion of personal information
Wynnum Manly District Cricket Club President
175 Boundary Street, Tingalpa, Qld, 4173

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From: [Redacted] Deletion of personal information

Sent: Tuesday, 2 August 2022 1:27 PM

To: [Redacted] Deletion of personal information; Cameron Worley [Redacted] Deletion of personal information

Cc: [Redacted] Deletion of personal information; [Redacted] Deletion of personal information

Subject: RE: Pre-construction requirements for Wynnum Manly District Cricket Club - Irrigation for Ian Droney Field, Tingalpa

Hi [Redacted] Deletion of personal information

Please find attached a copy of the Rain Bird warranty, all other parts will come with 12 months warranty.

Our installation is covered with the same 12 months warranty.

Upon the issue of a letter of intent or purchase order, Project Irrigation would be happy to sign a mutually agreed contract if so required.

Regards

[Redacted] Deletion of personal information



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Narangba Qld 4504
(PO Box 660)
Mango Hill Qld 4509
Australia

[Redacted] Deletion of personal information

Fax: +(617) 32931143

[Redacted] Deletion of personal information

From: [Redacted] Deletion of personal information
Sent: Tuesday, 2 August 2022 9:18 AM
To: Cameron Worley Deletion of personal information; [Redacted] Deletion of personal information
Cc: [Redacted] Deletion of personal information; [Redacted] Deletion of personal information
Subject: Re: Pre-construction requirements for Wynnum Manly District Cricket Club - Irrigation for Ian Droney Field, Tingalpa

Good morning, Cameron,

Thanks for taking my phone call after this email.

[Redacted] Deletion of personal information

Are you able to supply the below to Cameron to suffice our grant requirements please?

Regards,

[Redacted] Deletion of personal information
Wynnum Manly District Cricket Club President
175 Boundary Street, Tingalpa, Qld, 4173
[Redacted] Deletion of personal information
[Redacted]
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From: Cameron Worley Deletion of personal information
Sent: Tuesday, 2 August 2022 8:33 AM
To: [Redacted] Deletion of personal information; [Redacted] Deletion of personal information
Cc: [Redacted] Deletion of personal information
Subject: RE: Pre-construction requirements for Wynnum Manly District Cricket Club - Irrigation for Ian Droney Field, Tingalpa

Good morning [Redacted] Deletion of personal information

Hope you had a good weekend.

As per below, I'm awaiting the construction contract and warranty from the club (doesn't have to be executed) before I'm able to push everything up again for potential pre-construction approval.

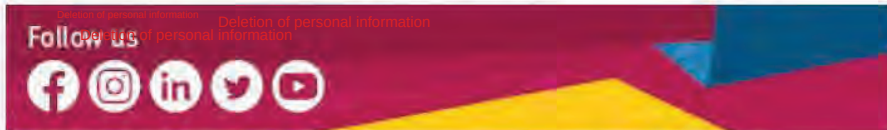
Regards



Cameron Worley
Senior Program Officer
Sport and Recreation
Department of Tourism, Innovation and Sport

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From: [Redacted]
Sent: Monday, 1 August 2022 6:07 PM
To: Cameron Worley; [Redacted]

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Subject: Re: Pre-construction requirements for Wynnum Manly District Cricket Club - Irrigation for Ian Droney Field, Tingalpa

Good evening, Cameron,

Have you got any further update for us please?

Thanks

Regards,

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175 Boundary Street, Tingalpa, Qld, 4173

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From: Cameron Worley [Deletion of personal information]
Sent: Friday, 22 July 2022 3:20 PM
To: [Deletion of personal information]; [Deletion of personal information]
Cc: [Deletion of personal information]
Subject: RE: Pre-construction requirements for Wynnum Manly District Cricket Club - Irrigation for Ian Droney Field, Tingalpa

Thank you both.

[Deletion of personal information]

I'll await the contract and warranty and then put everything up again for pre-construction approval.

Thanks again for your communication and time.

Have a great weekend all.

Regards



Cameron Worley
Senior Program Officer
Sport and Recreation
Department of Tourism, Innovation and Sport

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From: [Deletion of personal information]
Sent: Friday, 22 July 2022 2:19 PM
To: [Deletion of personal information]
Subject: RE: Pre-construction requirements for Wynnum Manly District Cricket Club - Irrigation for Ian Droney Field, Tingalpa

Council either didn't execute it, or never returned a copy once executed. Many Thanks – [Deletion of personal information]

From: [Deletion of personal information]
Sent: Friday, 22 July 2022 2:16 PM
To: Cameron Worley <[Deletion of personal information]> <[Deletion of personal information]>
Cc: [Deletion of personal information]
Subject: Re: Pre-construction requirements for Wynnum Manly District Cricket Club - Irrigation for Ian Droney Field, Tingalpa

Thanks Cameron

Regards,

[Redacted] Deletion of personal information
Wynnum Manly District Cricket Club President
175 Boundary Street, Tingalpa, Qld, 4173

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LinkedIn:- Wynnum Manly District Cricket Club

Website:- <http://seaeagles.qld.cricket.com.au/>



From: Cameron Worley [Redacted] Deletion of personal information

Sent: Friday, 22 July 2022 2:02 PM

To: [Redacted] Deletion of personal information

[Redacted] Deletion of personal information

Cc: [Redacted] Deletion of personal information

Subject: RE: Pre-construction requirements for Wynnum Manly District Cricket Club - Irrigation for Ian Droney Field, Tingalpa

Hi [Redacted] Deletion of personal information

If you don't have an executed copy handy I can try and push it up with the attachment which was also included in your application.

I'm just envisioning what the potential push backs/down my end might be.

Regards



Cameron Worley

Senior Program Officer

Sport and Recreation

Department of Tourism, Innovation and Sport

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From: [Redacted] Deletion of personal information
Sent: Friday, 22 July 2022 12:55 PM
To: Cameron Worley; [Redacted] Deletion of personal information
[Redacted] Deletion of personal information
Subject: Re: Pre-construction requirements for Wynnum Manly District Cricket Club - Irrigation for Ian Droney Field, Tingalpa

[Redacted] Deletion of personal information

I don't seem to have a copy of the below (signed) do you?

Cameron, Please see a letter from Council dated 19 Oct 2021 which advises that we currently hold a registered lease and of Councils intent to renew our lease upon expiration - will this suffice?

Regards,

[Redacted] Deletion of personal information

Wynnum Manly District Cricket Club President
175 Boundary Street, Tingalpa, Qld, 4173

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From: Cameron Worley [Redacted] Deletion of personal information
Sent: Friday, 22 July 2022 12:42 PM
To: [Redacted] Deletion of personal information
Cc: [Redacted] Deletion of personal information
Subject: RE: Pre-construction requirements for Wynnum Manly District Cricket Club - Irrigation for Ian Droney Field, Tingalpa

Hi [Redacted] Deletion of personal information

Thanks for sending through and for the call earlier.

The lease appears to be missing Council's signature as per the snippet below, can you please provide a copy that includes Council's execution?

Title Reference 14521036

8. Grant/Execution

The Lessor leases the premises described in item 5 to the Lessee for the term stated in item 9 subject to the covenants and conditions contained in the attached schedule.

Witnessing officer must be aware of his/her obligations under section 162 of the Land Title Act 1994

signature
full name
Execution Date
Lessor's Signature
qualification
Witnessing Officer
(Witnessing officer must be in accordance with Schedule 1 of Land Title Act 1994 eg Legal Practitioner, J.P, C Dec)

Regarding the contract and warranty information, confirming that it will be okay for the club to provide unsigned for the Department to review.

Regards



Cameron Worley
Senior Program Officer
Sport and Recreation
Department of Tourism, Innovation and Sport

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From:

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Sent: Friday, 22 July 2022 10:26 AM

To: Cameron Worley

Cc: Deletion of personal information

Subject: Re: Pre-construction requirements for Wynnum Manly District Cricket Club - Irrigation for Ian Droney Field, Tingalpa

Thanks you Cameron, greatly appreciated.

Please find attached

- Copy of actual lease - **attached**
- Construction contract
- Warranty information (if not in contract)

- Project program (I note in previous correspondence with Brian, you were able to supply upon receiving support for irrigation of two fields and engaging the contractor) - attached

Regards,

[Redacted] Deletion of personal information
Wynnum Manly District Cricket Club President
175 Boundary Street, Tingalpa, Qld, 4173

[Redacted] Deletion of personal information
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LinkedIn:- Wynnum Manly District Cricket Club
Website:- <http://seaeagles.qld.cricket.com.au/>



From: Cameron Worley [Redacted] Deletion of personal information
Sent: Friday, 22 July 2022 9:54 AM
To: [Redacted] Deletion of personal information
Cc: [Redacted] Deletion of personal information
Subject: RE: Pre-construction requirements for Wynnum Manly District Cricket Club - Irrigation for Ian Droney Field, Tingalpa

Hi again [Redacted] Deletion of personal information

Your project has now been reviewed by the approving Manager.

The request for upgrade of irrigation on two fields is supported, with additional cost risk sitting with WMDCC (as acknowledged by WMDCC in previous correspondence with Brian).

Regarding pre-construction conditions, can you please supply the below?

- Copy of actual lease
- Construction contract
- Warranty information (if not in contract)
- Project program (I note in previous correspondence with Brian, you were able to supply upon receiving support for irrigation of two fields and engaging the contractor)

Thanks for your time.

Regards



Cameron Worley
Senior Program Officer
Sport and Recreation
Department of Tourism, Innovation and Sport

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From: [Redacted] Deletion of personal information
Sent: Friday, 22 July 2022 7:38 AM
To: Cameron Worley
Cc: [Redacted] Deletion of personal information
Subject: Re: Pre-construction requirements for Wynnum Manly District Cricket Club - Irrigation for Ian Droney Field, Tingalpa

Thanks Cameron

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From: Cameron Worley Deletion of personal information
Sent: Friday, July 22, 2022 7:36:48 AM
To: [Redacted] Deletion of personal information
Cc: [Redacted] Deletion of personal information
Subject: RE: Pre-construction requirements for Wynnum Manly District Cricket Club - Irrigation for Ian Droney Field, Tingalpa

Morning [Redacted] Deletion of personal information

I'm now back on deck.

I had put all of your pre-construction items for this project (minus the project gantt that you're able to supply later) for review and potential approval, this included the irrigation of two fields and confirmation from WMDCC of financial support of the two fields.

I've followed up again this morning regarding the outcome.

Will let you know as soon as I hear back.

Regards



Cameron Worley
Senior Program Officer
Sport and Recreation
Department of Tourism, Innovation and Sport

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From:

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Sent: Thursday, 21 July 2022 4:00 PM

To: Brian Hegarty

Cc: Cameron Worley [Deletion of personal information](#)

Subject: Re: Pre-construction requirements for Wynnum Manly District Cricket Club - Irrigation for Ian Droney Field, Tingalpa

Good afternoon, Brian,

Can you please advise where the below is with respect to the last emails dated 11th July?

Thank you.

Regards,

Deletion of personal information

Wynnum Manly District Cricket Club President
175 Boundary Street, Tingalpa, Qld, 4173

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From: Brian Hegarty [Deletion of personal information]
Sent: Monday, 11 July 2022 2:03 PM
To: [Deletion of personal information]
Cc: Cameron Worley [Deletion of personal information], [Deletion of personal information]
Subject: RE: Pre-construction requirements for Wynnum Manly District Cricket Club - Irrigation for Ian Droney Field, Tingalpa

Hi [Deletion of personal information]

Further to our conversation, the department would require assurance that the remaining money contribution apart from the approved funding of \$90,000 (GST exclusive) will be the responsibility of Wynnum Manly District Cricket Club. If this can be formally acknowledged, then the department is supportive to utilising the approved funding under Active Gameday to irrigate two fields based on the quote from Project Pumps and Irrigation to upgrade irrigation to the Ian Droney and Wayne Broad fields at Tingalpa.

I have attached the latest WMDCC bank statement that the department received in early June 2022.

Are you able to confirm that WMDCC will have sufficient funds to have the project completed for both fields should the department approve your request?

Should you have any further queries, please contact me.

Warm regards,



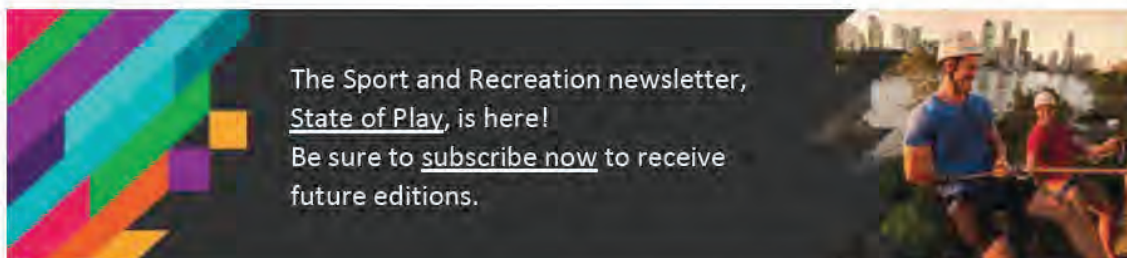
Brian Hegarty
A/ Senior Engagement Officer - Sport and Recreation
South Coast
Department of Tourism, Innovation and Sport

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From: [Deletion of personal information]
Sent: Friday, 8 July 2022 11:12 AM

To: Brian Hegarty

Cc: Cameron Worley; [Redacted] Deletion of personal information

Subject: Re: Pre-construction requirements for Wynnum Manly District Cricket Club - Irrigation for Ian Droney Field, Tingalpa

Good morning, Brian,

As per my call yesterday, please find below a full description of our challenges with this grant.

1. Wynnum Manly District Cricket Club (WMDCC) received the grant documents and the initial first payment from DTIS
2. We looked to engage the best priced Irrigation company from the three quotes to do the work but have been let down by his availability. A disagreement ensued and we parted ways.
3. We were advised by Queensland Cricket (QC) that a different Irrigation company might be interested in the works and were reputable and had done projects recently for QC
4. We asked the new Irrigation company for a quote and they advised that the three initial quotes were extremely over-priced.
5. For indication purposes, we have another field that we intend to get irrigated by a similar grant process in the future so I asked for their quote to be provided for
 - a. the original scope of one field (Ian Droney Oval), and
 - b. two fields (Ian Droney and Wayne Broad Ovals)
6. As can be seen by the attached quote, the new irrigation company has a similar quote to the original 3 quotes but it would include both fields, not just one.

So, I am asking you to tell us what we need to do to acquire this grant without doing anything incorrectly.

Do we:-

1. Just get Ian Droney Oval irrigated as per the original scope? if so, does the funding amount change and if so, to what?
2. Do we get both Ian Droney and Wayne Broad Oval irrigated using all of the current funding agreement?

My apologies for this drama but it has been extremely painful and upsetting from our end to go through this process as you could imagine.

Please also note, I can suffice all three of your requirements below with the following:

- **Project Costs** – an updated quote dated no earlier than 1 March 2022 from the preferred contractor or an email with the original quote attached and confirming this quote and its price is still valid. **see attached new quote**
- **Building Approval** - if the preferred supplier can also (in their quote or via email correspondence) confirm that the project does not require **building approval** this will address this requirement. - **see below statement from the new irrigation company as requested**
- **Project Program** preferably a Gantt Chart or a similar with main project milestones. Your preferred contractor may be able to provide this based on a negotiated schedule of delivery. **we have this done but will be dependent on the outcome of our email above obviously.**

Building Approval from New Irrigation Company

Hi [Redacted] Deletion of personal information

I can confirm the project does not require building approval.

I'll detail it in the tender.

Regards

[Redacted] Deletion of personal information



Unit 1 29-39 Business Drive

Narangba Qld 4504

(PO Box 660)

Mango Hill Qld 4509

[Redacted] Deletion of personal information

Deletion of personal information

Fax: +(617) 32931143

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Deletion of personal information

Thank you for your continual support. I look forward to your reply.

Regards,

[Redacted] Deletion of personal information

Wynnum Manly District Cricket Club President
175 Boundary Street, Tingalpa, Qld, 4173

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From: Brian Hegarty [Redacted] Deletion of personal information

Sent: Wednesday, 6 July 2022 3:22 PM

To: [Redacted] Deletion of personal information

Cc: Cameron Worley [Redacted] Deletion of personal information; [Redacted] Deletion of personal information

Subject: Pre-construction requirements for Wynnum Manly District Cricket Club - Irrigation for Ian Droney Field, Tingalpa

Hi [Redacted] Deletion of personal information

The department requires the documentation below to address the pre-construction milestones and generate the second payment of the club's approved Active Gameday Projects funding for the irrigation project at Ian Droney Field, Tingalpa. As mentioned, some of these documents are updates to the those provided at application time and required given it has been 8 months since the program closed.

- **Project Costs** – an updated quote dated no earlier than 1 March 2022 from the preferred contractor or an email with the original quote attached and confirming this quote and its price is still valid.
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Once these items are supplied the approval to proceed to installation will be issued along with the generation of the second (and final) payment of the approved funds of \$72,000 (excluding GST).

Should you have any further queries, please contact me.

Warm regards,



Brian Hegarty
A/ Senior Engagement Officer - Sport and Recreation
South Coast
Department of Tourism, Innovation and Sport

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quickly as possible and delete this message and any copies of this message from your computer and/or your computer system network.

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From: [Redacted] **Deletion of personal information**
Sent: Monday, 11 July 2022 3:43 PM
To: Brian Hegarty
Cc: Cameron Worley; [Redacted] **Deletion of personal information**
Subject: Re: Pre-construction requirements for Wynnum Manly District Cricket Club - Irrigation for Ian Droney Field, Tingalpa

Thanks Brian,

Fantastic news.

I confirm that WMDCC will have sufficient funds to have the project completed for both fields should the department approve our request.

Many thanks.

Regards,

[Redacted] **Deletion of personal information**
Wynnum Manly District Cricket Club President
175 Boundary Street, Tingalpa, Qld, 4173

[Redacted] **Deletion of personal information**

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LinkedIn:- Wynnum Manly District Cricket Club
Website:- <http://seaeagles.qld.cricket.com.au/>



From: Brian Hegarty
Sent: Monday, 11 July 2022 2:03 PM
To: [Redacted] **Deletion of personal information**
Cc: Cameron Worley; [Redacted] **Deletion of personal information**
Subject: RE: Pre-construction requirements for Wynnum Manly District Cricket Club - Irrigation for Ian Droney Field, Tingalpa

Hi [Redacted] **Deletion of personal information**

Further to our conversation, the department would require assurance that the remaining money contribution apart from the approved funding of \$90,000 (GST exclusive) will be the responsibility of Wynnum Manly District Cricket Club. If this can be formally acknowledged, then the department is supportive to utilising the approved funding under Active Gameday to irrigate two fields based on the quote from Project Pumps and Irrigation to upgrade irrigation to the Ian Droney and Wayne Broad fields at Tingalpa.

I have attached the latest WMDCC bank statement that the department received in early June 2022.

Are you able to confirm that WMDCC will have sufficient funds to have the project completed for both fields should the department approve your request?

Should you have any further queries, please contact me.

Warm regards,



Brian Hegarty
A/ Senior Engagement Officer - Sport and Recreation
South Coast
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From: Deletion of personal information

Sent: Friday, 8 July 2022 11:12 AM

To: Brian Hegarty

Cc: Cameron Worley; Deletion of personal information

Subject: Re: Pre-construction requirements for Wynnum Manly District Cricket Club - Irrigation for Ian Droney Field, Tingalpa

Good morning, Brian,

As per my call yesterday, please find below a full description of our challenges with this grant.

1. Wynnum Manly District Cricket Club (WMDCC) received the grant documents and the initial first payment from DTIS
2. We looked to engage the best priced Irrigation company from the three quotes to do the work but have been let down by his availability. A disagreement ensued and we parted ways.
3. We were advised by Queensland Cricket (QC) that a different Irrigation company might be interested in the works and were reputable and had done projects recently for QC
4. We asked the new Irrigation company for a quote and they advised that the three initial quotes were extremely over-priced.
5. For indication purposes, we have another field that we intend to get irrigated by a similar grant process in the future so I asked for their quote to be provided for
 - a. the original scope of one field (Ian Droney Oval), and
 - b. two fields (Ian Droney and Wayne Broad Ovals)
6. As can be seen by the attached quote, the new irrigation company has a similar quote to the original 3 quotes but it would include both fields, not just one.

So, I am asking you to tell us what we need to do to acquit this grant without doing anything incorrectly.

Do we:-

1. Just get Ian Droney Oval irrigated as per the original scope? if so, does the funding amount change and if so, to what?
2. Do we get both Ian Droney and Wayne Broad Oval irrigated using all of the current funding agreement?

My apologies for this drama but it has been extremely painful and upsetting from our end to go through this process as you could imagine.

Please also note, I can suffice all three of your requirements below with the following:

- **Project Costs** – an updated quote dated no earlier than 1 March 2022 from the preferred contractor or an email with the original quote attached and confirming this quote and its price is still valid. **see attached new quote**
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- **Project Program** preferably a Gantt Chart or a similar with main project milestones. Your preferred contractor may be able to provide this based on a negotiated schedule of delivery. **we have this done but will be dependent on the outcome of our email above obviously.**

Building Approval from New Irrigation Company

Hi [Redacted] Deletion of personal information

I can confirm the project does not require building approval.

I'll detail it in the tender.

Regards

[Redacted] Deletion of personal information



Unit 1 29-39 Business Drive
Narangba Qld 4504
(PO Box 660)
Mango Hill Qld 4509
Australia

Deletion of personal information

Fax: +(617) 32931143

[Redacted] Deletion of personal information

Thank you for your continual support. I look forward to your reply.

Regards,

[Redacted] Deletion of personal information

Wynnum Manly District Cricket Club President

175 Boundary Street, Tingalpa, Qld, 4173

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LinkedIn:- Wynnum Manly District Cricket Club

Website:- <http://seaeagles.qld.cricket.com.au/>



From: Brian Hegarty Deletion of personal information

Sent: Wednesday, 6 July 2022 3:22 PM

To: [Redacted] Deletion of personal information

Cc: Cameron Worley Deletion of personal information; [Redacted] Deletion of personal information

Subject: Pre-construction requirements for Wynnum Manly District Cricket Club - Irrigation for Ian Droney Field, Tingalpa

Hi [Redacted] Deletion of personal information

The department requires the documentation below to address the pre-construction milestones and generate the second payment of the club's approved Active Gameday Projects funding for the irrigation project at Ian Droney

Field, Tingalpa. As mentioned, some of these documents are updates to the those provided at application time and required given it has been 8 months since the program closed.

- **Project Costs** – an updated quote dated no earlier than 1 March 2022 from the preferred contractor or an email with the original quote attached and confirming this quote and its price is still valid.
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Once these items are supplied the approval to proceed to installation will be issued along with the generation of the second (and final) payment of the approved funds of \$72,000 (excluding GST).

Should you have any further queries, please contact me.

Warm regards,



Brian Hegarty
A/ Senior Engagement Officer - Sport and Recreation
South Coast
Department of Tourism, Innovation and Sport

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From: [Redacted] Deletion of personal information
Sent: Friday, 22 July 2022 10:26 AM
To: Cameron Worley
Cc: [Redacted] Deletion of personal information
Subject: Re: Pre-construction requirements for Wynnum Manly District Cricket Club - Irrigation for Ian Droney Field, Tingalpa
Attachments: Project Program Jul 22.pdf

Thanks you Cameron, greatly appreciated.

Please find attached

- Copy of actual lease - **attached**
- Construction contract
- Warranty information (if not in contract)
- Project program (I note in previous correspondence with Brian, you were able to supply upon receiving support for irrigation of two fields and engaging the contractor) - **attached**

Regards,

[Redacted] Deletion of personal information
Wynnum Manly District Cricket Club President
175 Boundary Street, Tingalpa, Qld, 4173

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LinkedIn:- Wynnum Manly District Cricket Club
Website:- <http://seaeagles.qld.cricket.com.au/>



From: [Redacted] Deletion of personal information
Sent: Friday, 22 July 2022 9:54 AM
To: [Redacted] Deletion of personal information
Cc: [Redacted] Deletion of personal information
Subject: RE: Pre-construction requirements for Wynnum Manly District Cricket Club - Irrigation for Ian Droney Field, Tingalpa
Hi again [Redacted] Deletion of personal information

Your project has now been reviewed by the approving Manager.

The request for upgrade of irrigation on two fields is supported, with additional cost risk sitting with WMDCC (as acknowledged by WMDCC in previous correspondence with Brian).

Regarding pre-construction conditions, can you please supply the below?

- Copy of actual lease

- Construction contract
- Warranty information (if not in contract)
- Project program (I note in previous correspondence with Brian, you were able to supply upon receiving support for irrigation of two fields and engaging the contractor)

Thanks for your time.

Regards



Cameron Worley
Senior Program Officer
Sport and Recreation
Department of Tourism, Innovation and Sport
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PO Box 15478, City East QLD 4002
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From: Deletion of personal information

Sent: Friday, 22 July 2022 7:38 AM

To: Cameron Worley

Cc: Deletion of personal information

Subject: Re: Pre-construction requirements for Wynnum Manly District Cricket Club - Irrigation for Ian Droney Field, Tingalpa

Thanks Cameron

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From: Cameron Worley Deletion of personal information

Sent: Friday, July 22, 2022 7:36:48 AM

To: Deletion of personal information

Cc: Deletion of personal information

Subject: RE: Pre-construction requirements for Wynnum Manly District Cricket Club - Irrigation for Ian Droney Field, Tingalpa

Morning Deletion of personal information

I'm now back on deck.

I had put all of your pre-construction items for this project (minus the project gantt that you're able to supply later) for review and potential approval, this included the irrigation of two fields and confirmation from WMDCC of financial support of the two fields.

I've followed up again this morning regarding the outcome.

Will let you know as soon as I hear back.

Regards



Cameron Worley
Senior Program Officer
Sport and Recreation
Department of Tourism, Innovation and Sport
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From: [Redacted] Deletion of personal information
Sent: Thursday, 21 July 2022 4:00 PM
To: Brian Hegarty
Cc: Cameron Worley; [Redacted] Deletion of personal information
Subject: Re: Pre-construction requirements for Wynnum Manly District Cricket Club - Irrigation for Ian Droney Field, Tingalpa
Good afternoon, Brian,
Can you please advise where the below is with respect to the last emails dated 11th July?
Thank you.
Regards,
[Redacted] Deletion of personal information
Wynnum Manly District Cricket Club President
175 Boundary Street, Tingalpa, Qld, 4173
[Redacted] Deletion of personal information
Facebook:- WynnumManlyCricketClub
Instagram:- wynnummanlycc
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LinkedIn:- Wynnum Manly District Cricket Club
Website:- <http://seaeagles.qld.cricket.com.au/>



From: Brian Hegarty [Redacted] Deletion of personal information
Sent: Monday, 11 July 2022 2:03 PM
To: [Redacted] Deletion of personal information
Cc: Cameron Worley [Redacted] Deletion of personal information [Redacted] Deletion of personal information
Subject: RE: Pre-construction requirements for Wynnum Manly District Cricket Club - Irrigation for Ian Droney Field, Tingalpa

Hi [Redacted] Deletion of personal information

Further to our conversation, the department would require assurance that the remaining money contribution apart from the approved funding of \$90,000 (GST exclusive) will be the responsibility of Wynnum Manly District Cricket Club. If this can be formally acknowledged, then the department is supportive to utilising the approved funding under Active Gameday to irrigate two fields based on the quote from Project Pumps and Irrigation to upgrade irrigation to the Ian Droney and Wayne Broad fields at Tingalpa.

I have attached the latest WMDCC bank statement that the department received in early June 2022.

Are you able to confirm that WMDCC will have sufficient funds to have the project completed for both fields should the department approve your request?

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Warm regards,



Brian Hegarty

A/ Senior Engagement Officer - Sport and Recreation

South Coast
Department of Tourism, Innovation and Sport

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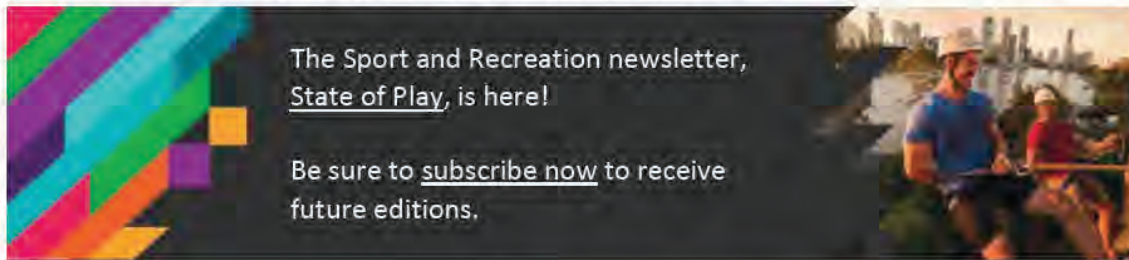


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Sent: Friday, 8 July 2022 11:12 AM

To: Brian Hegarty

Cc: Cameron Worley Deletion of personal information

Subject: Re: Pre-construction requirements for Wynnum Manly District Cricket Club - Irrigation for Ian Droney Field, Tingalpa

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Hi [Redacted] Deletion of personal information

I can confirm the project does not require building approval.

I'll detail it in the tender.

Regards

[Redacted] Deletion of personal information



Unit 1 29-39 Business Drive
Narangba Qld 4504
(PO Box 660)
Mango Hill Qld 4509
Australia

[Redacted]

[Redacted] Deletion of personal information

Thank you for your continual support. I look forward to your reply.

Regards,

[Redacted] Deletion of personal information

Wynnum Manly District Cricket Club President
175 Boundary Street, Tingalpa, Qld, 4173

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LinkedIn:- Wynnum Manly District Cricket Club
Website:- <http://seaeagles.qld.cricket.com.au/>



From: Brian Hegarty [Redacted]
Sent: Wednesday, 6 July 2022 3:22 PM
To: [Redacted]
Cc: Cameron Worley [Redacted] [Redacted]
Subject: Pre-construction requirements for Wynnum Manly District Cricket Club - Irrigation for Ian Droney Field, Tingalpa
Hi Graham,

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Should you have any further queries, please contact me.

Warm regards,



Brian Hegarty
A/ Senior Engagement Officer - Sport and Recreation
South Coast
Department of Tourism, Innovation and Sport

[Redacted]

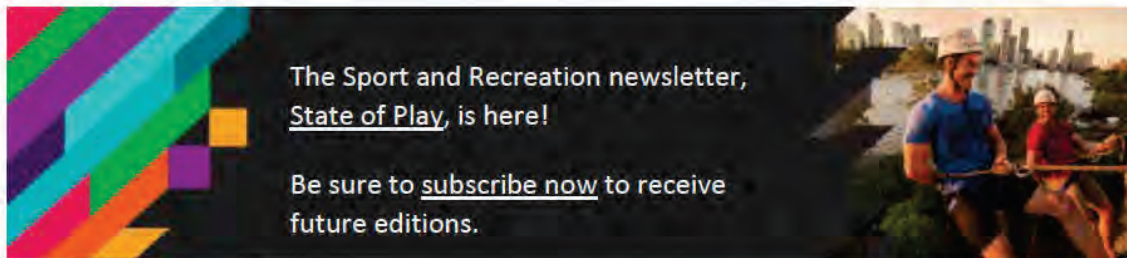
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Collection of this information is authorised by the Land Title Act 1994 the Land Act 1994 and the Water Act 2000 and is used to maintain the publicly searchable registers in the land registry and the water register. For more information about privacy in NR&W see the department's website.

1.	Lessor Brisbane City Council	Lodger (Name, address, E-mail & phone number) James Langham, Chief Legal Counsel Brisbane City Council 266 George Street, Brisbane QLD 4000 Ph: 3403 4751 Ref: OP 322129 MG 112/445/439/73-02	Lodger Code 259A
2.	Lot on Plan Description Lot 255 on RP 127648	Title Reference 14521036	
3.	Lessee Given names Surname/Company name and number Wynnum Manly District Cricket Club Inc	(include tenancy if more than one)	
4.	Interest being leased Fee Simple		
5.	Description of premises being leased Part of the land in Item 2, being the whole of Lease E on SP 288310.		
6.	Term of Lease Commencement date: 11 December 2019 Expiry date: 10 December 2023 #Options: NIL	7.	Rental/Consideration SEE SCHEDULE

8. Grant/Execution

The Lessor leases the premises described in item 5 to the Lessee for the term stated in item 6 subject to the covenants and conditions contained in the attached schedule.

Witnessing officer must be aware of his/her obligations under section 162 of the Land Title Act 1994

.....Signature

.....full name

.....qualification

Witnessing Officer

(Witnessing officer must be in accordance with Schedule 1 of Land Title Act 1994 eg Legal Practitioner, JP, C Dec)

/ /
Execution Date

SEE ENLARGED PANEL

.....
Lessor's Signature

9. Acceptance

The Lessee accepts the lease and acknowledges the amount payable or other considerations for the lease.

.....signature

.....full name

.....qualification

Witnessing Officer

(Witnessing officer must be in accordance with Schedule 1 of Land Title Act 1994 eg Legal Practitioner, JP, C Dec)

/ /
Execution Date

SEE ENLARGED PANEL

.....
Lessee's Signature

Title Reference 14521036

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Witnessing officer must be aware of his/her obligations under section 162 of the Land Title Act 1994

.....signature

.....full name

Execution Date

Lessor's Signature

.....qualification

Witnessing Officer

(Witnessing officer must be in accordance with Schedule 1 of Land Title Act 1994 eg Legal Practitioner, JP, C Dec)

9. Acceptance

The Lessee accepts the lease and acknowledges the amount payable or other considerations for the lease.

The Common Seal of

Wynnum Manly District Cricket Club

Inc.

was hereunto affixed by

Deletion of personal information

Deletion of personal information

a committee member, who certify that

seal

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they are the correct officers to affix the

Witnessing Officer

Execution Date

Lessee's Signature

(Witnessing officer must be in accordance with Schedule 1 of Land Title Act 1994 eg Legal Practitioner, JP, C Dec)



20/02/2020

Title Reference 14521036

INTRODUCTION

1. Grant of Lease

The Council leases the Premises to the Tenant for the Term.

2. Interpretation

"All Groups Consumer Price Index (Brisbane)" means the All Groups Consumer Price Index for Brisbane published by the Australian Bureau of Statistics. If that index is suspended or discontinued or modified so that it does not reflect on a consistent basis changes which have occurred in the cost of living in Brisbane during any year of the lease, these words mean:

- (a) an index which in the opinion of the Australian Statistician does reflect on a consistent basis changes which have occurred in the cost of living in Brisbane during any year of the lease; or
- (b) if the Australian Statistician does not give any opinion, an index or method of measuring increases in the cost of living agreed between the Tenant and the Council or, if the Tenant and the Council cannot agree within 14 days, an index or method chosen by the President of the Australian Institute of Valuers and Land Economists (Qld) or his nominee.

"Council" means Brisbane City Council, its successors and assigns, and any officer of Brisbane City Council authorised to administer the relevant provision of this lease;

"Expenses" means:

- (a) minimum water rates, excess water charges, water meter rental, minimum sewerage rates, cleansing dues and other charges which are assessed on or payable from time to time on the Premises;
- (b) fire service levies, rates, taxes, and other charges and levies, including all future rates, taxes, other charges and levies assessed on or payable in respect of the Premises;
- (c) costs for services (including electricity, gas and telephone) used on the Premises;

and in addition, any GST that may be imposed in relation to any item in (a), (b) or (c) above.

"GST" means a goods and services tax or other similar tax payable by the Council in respect of a supply under the lease;

"Laws" means all statutes, regulations, ordinances, by-laws, industrial agreements, awards, determinations, orders, rules or requirements of any government authority, and governmental standards which concern the Premises, the Tenant's Chattels or the Tenant's use and occupation of the Premises, including, without limitation, all environmental laws;

"Premises" means the land described in Item 5 of the Form 7, together with all buildings, fixtures and improvements (including, without limitation, pipes, fences and playing fields), and items affixed to the buildings, fixtures or improvements (including, without limitation, cold rooms, bars, alcohol serving equipment, gas control units and goal posts) on that land;

"Tenant" means the person in Item 3 of the Form 7;

Title Reference 14521036

"Tenant's Chattels" means all movable chattels located on, but not affixed to, the Premises, which are owned by the Tenant, including, without limitation, signs, tables, chairs, sports equipment and computers;

"Term" means the period from the commencement date in Item 1 of Schedule 1 to the termination date in Item 1 of Schedule 1, or the date when this lease is lawfully terminated, whichever happens first;

"Third Party Property" means all fixtures, fittings and chattels located on the Premises of which a person other than the Tenant, its sublessees, licensees and invitees, or the Council, is and remains the owner.

3. Consent of the Council

Whenever the consent of the Council is required under this lease:

- 3.1 the Tenant must make a written request to Council;
- 3.2 the consent may be given or withheld in the Council's absolute discretion;
- 3.3 the consent must be in writing; and
- 3.4 the consent may be given subject to conditions.

TENANT'S RIGHTS AND OBLIGATIONS

4. Rent

- 4.1 The Tenant will pay the Council the annual rent calculated under this clause annually in advance, beginning on the Commencement Date.
- 4.2 The annual rent for the first year of the Term is set out in Item 2 of Schedule 1.
- 4.3 The Renegotiation Dates for the annual rent are set out in Item 2 of Schedule 1.

5. Other Payments

- 5.1 The Tenant must also pay:
 - (a) the Expenses;
 - (b) an additional rent to the Council as set out in Item 3 of Schedule 1;
 - (c) the costs of preparing this lease, including stamp duty, survey and registration fees, and the Council's reasonable legal costs; and
 - (d) the Council's costs (including legal and administrative costs) of enforcing this lease against the Tenant.
- 5.2 The Tenant must make these payments:
 - (a) by the due date for payment, if they are assessed against the Tenant; or
 - (b) to the Council on demand, if they are assessed against the Council.

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- 5.3 (a) Any consideration to be paid or provided by the Tenant to the Council under this lease has been agreed without regard to GST. Notwithstanding any other provision in this lease, if the Council makes a supply under or in connection with this lease upon which GST is imposed then the consideration payable or to be provided by the Tenant under this lease (including the amount payable under clause 5.3(e)) is increased by and the Tenant must pay to the Council in addition to that consideration an amount equal to the GST payable by the Council in respect of that supply so that the Council retains after payment of the GST in respect of that supply the amount of consideration which it would have retained but for the imposition of GST.
- (b) The Tenant must pay any amount payable under clause 5.3(a) on the earlier of the day upon which any monetary consideration is payable or the day upon which the Council is obliged to pay GST in respect of the supply upon which GST is imposed.
- (c) Intentionally Deleted.
- (d) The Council must give the Tenant a tax invoice for any consideration received under this lease.
- (e) When calculating the amount of any component of the Expenses which was assessed against the Council, the Council must calculate the cost of that amount as the GST inclusive cost to the Council of that amount less the GST input tax credit for which the Council is eligible on that amount.
- (f) Words and expressions used in this clause which are defined in the *A New Tax System (Goods and Services Tax) Act 1999* have the same meaning in this clause as so defined.

6. Use of the Premises

- 6.1 The Tenant must:
- (a) use the Premises only for the purpose set out in item 4 of Schedule 1, in a reputable manner; and
- (b) comply with all Laws.
- 6.2 The Tenant must not, without the prior written consent of the Council:
- (a) use the Premises for any other use or at any other times than those in Item 4 of Schedule 1;
- (b) allow any activity or thing on or near the Premises which may be illegal, or a nuisance, disturbance or annoyance to any person;
- (c) use any form of light, power or heat other than electric current or gas supplied through meters (except auxiliary power or lighting, other than an exposed flame, during power failures or restrictions) on the Premises;
- (d) use any flammable substance on the Premises, except in the normal course of the Tenant's business;

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- (e) use the toilets, drains and other plumbing facilities on the Premises for any purpose other than those for which they were constructed; nor
- (f) interfere with any services to the Premises.

6.3 No Adult Only activities:

Notwithstanding any licence or permit that may be obtained from the Liquor Licensing Division or the Queensland Office of Gaming Regulation, the Tenant must not permit any activity that Council in its absolute discretion does not consider consistent with the community purpose of the Permitted Use. For example: topless waitressing or any other activity of an adult only nature.

7. Maintenance and Development of the Premises

7.1 Subject to Clause 7.2 the Tenant must keep the Premises:

- (a) clean and tidy;
- (b) free from weeds and pests, to avoid doubt, the Tenant must obtain annual pest inspections and treatments, by a licensed pest controller, for any vermin, including, but not limited to, termites; and
- (c) in good repair in all circumstances, fair wear and tear, inevitable accident and structural defects not excepted.

to the reasonable satisfaction of the Council.

7.2 To avoid confusion, and without limiting Clause 7.1, the Tenant will effect and be responsible for the cost of any structural repairs:

- (a) to chattels, fittings and fixtures affixed to the Premises by the Tenant; and
- (b) to defects rendered necessary by any act, omission, neglect, default or misconduct of the Tenant or the Tenant's employees or by its or their use or occupancy of the Premises or by any fittings constructed by the Tenant.

7.3 Further, the Tenant must:

- (a) (at the election of the Council) erect, repair and renew, or reimburse the Council for the cost of erecting, repairing and renewing, all fences on the Premises;
- (b) clean all drains and water pipes on the Premises;
- (c) repair all damage to the Premises caused by the Tenant or the use of the Premises under this lease;
- (d) seal any area of the Premises which the Council requires to be used for parking with a surface to the Council's satisfaction.

7.4 The Tenant must not, without the prior written consent of the Council:

- (a) damage the Premises;

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- (b) alter the Premises, install any partitions or equipment or do any building work on the Premises;
 - (c) fence the Premises;
 - (d) display any signs or notices on the Premises;
 - (e) carry out any earthworks on the Premises; nor
 - (f) destroy, damage or remove any tree or shrub on the Premises.
- 7.5 The Tenant must comply with its 4 year maintenance plan contained in Schedule 2 and any subsequent or amended maintenance plan drawn up by the Tenant and approved by the Council to replace the maintenance plan in Schedule 2.
- 7.6 The Tenant must undertake annual maintenance inspections of the Premises and provide Council with a list of maintenance works identified and completed.
- 7.7 The Tenant acknowledges that Council may obtain a condition audit report of the Premises during the Term of this lease. The Tenant must, if requested to do so by Council, provide the Council with a new maintenance plan satisfactory to the Council to replace the plan in Schedule 2 that addresses maintenance issues listed in that report.
- 7.8 The Tenant acknowledges that it is responsible for the costs of maintenance and removal of trees and shrubs on the Premises. To avoid confusion both the Tenant and Council acknowledge that the Tenant must obtain the Council's consent before commencement of any removal works.
- 7.9 The Tenant must maintain the playing fields in a fit and proper condition for the playing of and practising for the game of cricket and such other games, sports athletics and recreational activities permitted or approved under this lease, to the satisfaction of Council.
- 7.10 The Tenant must make the secondary playing fields (Eastern fields two and three) on the Premises available to the public for informal park and recreation purposes when the Premises are not in actual use by the Tenant.
- 7.11 The Tenant must, if directed (in writing) by Council, construct and display upon the Premises in the manner determined by Council, notices informing the public that the secondary playing fields on the Premises may be used by the public for informal park and recreation purposes when not in actual use by the Tenant or any other persons approved from time to time by the Council.
- 7.12 The Tenant:
 - (a) will make the playing fields, change rooms and amenities on the Premises which are necessary for the proper conduct of school sport, available for the playing of organised school sport throughout the Term at times which do not conflict with the normal activities of the Tenant; and
 - (b) may impose reasonable conditions, including the charging of a reasonable fee for the use under this clause.

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8. Annual Evaluation Form

On each anniversary of the Commencement Date, the Tenant will:

- 8.1 complete and return any evaluation regarding its use and/or occupation of the Premises;
- 8.2 provide a copy of the most recent audited financial statements and other financial information reasonably requested by the Council; and
- 8.3 provide a copy of the insurance certificates referred to in clause 20, to the Council.

9. Post Office Box

The Tenant will maintain a post office box during the Term and will inform the Council of the number of the post office box.

10. Assignment, Subletting and Mortgaging

10.1 If the Tenant wishes to assign this lease, sublet, share occupancy of or part with possession of, the Premises (or any part of the Premises) to any other person (the "proposed occupier"), the Tenant must first apply in writing to the Council for the Council's consent.

10.2 The consent of the Council will not be unreasonably withheld where:

- (a) the Tenant is not in breach of this lease;
- (b) the proposed occupier is, in the reasonable opinion of the Council, a suitable person to occupy the Premises;
- (c) the Tenant pays the Council's costs, including legal and administrative costs and the costs of any enquiries made by the Council about the suitability of the proposed occupier;
- (d) the form and content of any sublease or licence, including any fees to be charged by the Tenant to the proposed occupier, are satisfactory to the Council; and
- (e) the proposed occupier and the Tenant enter a deed with the Council in a form required by the Council's solicitor, which contains any clauses reasonably required by the Council.

10.3 If the Tenant wishes to:

- (a) mortgage or charge its interest in the Premises under this lease; or
- (b) obtain further advances under an existing mortgage or charge,

the Tenant must first apply in writing to the Council for the Council's consent.

10.4 The consent of the Council will not be unreasonably withheld where:

- (a) the form and content of the mortgage or charge are satisfactory to the Council's solicitor;

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- (b) the money to be obtained in connection with the mortgage, charge or further advance is to be used for improving the Premises in a way approved by the Council; and
- (c) the Tenant pays the Council's costs of the consent, including any legal costs and any production fees.

11. Damage or Destruction

- 11.1 If the Premises are damaged by an event beyond the reasonable control of the Tenant so that the Tenant cannot gain access to them or use them for the use in item 4 of Schedule 1, either party may terminate this lease by one month's written notice to the other party.
- 11.2 If the Premises are damaged by any insurable risk, the party who receives any insurance money in respect of that damage must spend that money on repairing the damage to the Premises.
- 11.3 Subject to this clause, neither the Council or the Tenant is obliged to reinstate the Premises if they or the means of access to them are damaged by an event beyond the reasonable control of the Tenant so that the Tenant cannot gain access to them or use them for the use in Item 4 of Schedule 1.
- 11.4 Termination under this clause does not affect either party's accrued rights before termination.

12. Alcohol and Gambling

- 12.1 If the Tenant wishes to allow alcohol on the Premises, the Tenant must first apply in writing to the Council for the Council's consent.
- 12.2 In addition, the Tenant will only allow alcohol on the Premises:
 - (a) during the permitted hours of use of the Premises in Item 4 of Schedule 1; and
 - (b) in accordance with a Community Liquor Permit or a Restricted Club Permit issued under the Liquor Act 1992.
- 12.3 The Tenant will pay any fees to register the Council as the owner of Premises to which a Community Liquor Permit or a Restricted Club Permit under the Liquor Act relates.
- 12.4 If the Tenant is granted a Community Liquor Permit or a Restricted Club Permit under the Liquor Act, the Tenant:
 - (a) must give the Council a copy of any return filed by the Tenant with the Chief Executive under the Liquor Act within 7 days of filing the return;
 - (b) authorises, and will do all things necessary to enable, the Council to inspect and obtain copies of all documents held by the Chief Executive which relate to the Community Liquor Permit or a Restricted Club Permit;
 - (c) will pay the additional rent as set out in Item 3 of Schedule 1; and

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- (d) must obtain the prior written consent of the Council before:
 - (i) making any application to vary the Community Liquor Permit or a Restricted Club Permit; or
 - (ii) making any application for a different type of permit, including an extended hours permit.

12.5 The Tenant may only allow gambling on the Premises in the form of bingo and raffles for fundraising purposes.

12.6 In addition, the Tenant may only allow gambling as stated above to be carried on at the Premises:

- (a) during the permitted hours of use of the Premises in Item 4 of Schedule 1; and
- (b) if authorised by law.

12.7 The Tenant must not allow gaming machines on the Premises.

13. Good Neighbour Processes

13.1 The Tenant will appoint a Community Liaison Officer to represent the Tenant in dealings with the public and will notify the Council of the name and contact phone numbers of this person within 7 days of signing the lease. The Tenant will keep this information current.

13.2 The Tenant agrees to observe the Good Neighbour Processes set out in Schedule 3, as varied or replaced from time to time by the Council.

13.3 The Tenant acknowledges that:

- (a) any breach of the Good Neighbour Processes will be a minor breach of this lease; and
- (b) three notifications under the Good Neighbour Processes within any 12 month period will be a minor breach of this lease;
- (c) three resident disputes under the Good Neighbour Processes within any 12 month period will be a minor breach of this lease.

14. Town planning application

The Tenant will pay all costs in connection with the obtaining of any necessary approval of the Council as local authority to any town planning application required for the use of the Premises under this lease.

15. Bikeway/road surrender

15.1 The Council may serve a notice on the Tenant requiring it to surrender its lease of any part of the Premises which is required by the Council for road widening or bikeway purposes.

15.2 If the Council serves such a notice on the Tenant, the Tenant will do everything necessary to register a surrender of the lease of the part of the Premises described in the notice as soon as possible, in the Titles Office.

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- 15.3 The Council will not pay the Tenant or any other person any compensation for any surrender of the lease of any part of the Premises under this clause.

16. Quiet Enjoyment

If the Tenant performs all its obligations in this lease, the Tenant may occupy and use the Premises during the Term without any interruption by the Council, subject to the Council's rights under this lease.

COUNCIL'S RIGHTS AND OBLIGATIONS

17. Council's right to enter

- 17.1 The Council may enter on the Premises at any reasonable time after giving notice to the Tenant to:
- (a) make repairs to the Premises;
 - (b) carry out alterations, additions or structural works on the Premises;
 - (c) carry out any obligations of the Tenant which the Tenant has not done;
 - (d) view the condition of the Premises; or
 - (e) check the Tenant's compliance with this lease.
- 17.2 In an emergency, the Council may enter at any time without giving the Tenant notice.
- 17.3 The Council will not interfere with the Tenant's use and occupation of the Premises more than is reasonably necessary, in the opinion of the Council.
- 17.4 The Council will not be liable to the Tenant for any inconvenience or loss suffered by the Tenant because of the Council's entry on to the Premises.

18. Reservations to the Council

The Council reserves the right to:

- 18.1 install, maintain, use and replace any pipes, ducts, conduits and wires passing through the Premises;
- 18.2 run water, air, electricity, sewerage or any other services through those pipes, ducts, conduits or wires; and
- 18.3 grant easements or other rights over the Premises.

19. Availability to other organisations

- 19.1 The Council reserves the right to direct the Tenant by at least 30 days' written notice to:
- (a) enter a sub-lease of the Premises or part of the Premises; or
 - (b) enter a licence of the Premises or part of the Premises,
- with a person nominated by the Council, on terms and conditions approved in writing by the Council.

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- 19.2 The Tenant may impose further reasonable conditions, including the charging of a reasonable fee, upon the sub-lessee or licensee nominated by the Council under this clause.
- 19.3 If any dispute arises between the Tenant and any sub-lessee or licensee under this clause, it must be referred by the Tenant to the Council, whose decision on the matter is final.
- 19.4 The Council will not use its powers under this clause to substantially detract from the rights granted to the Tenant under this lease.

INSURANCE AND INDEMNITIES

20. Insurance

- 20.1 The Tenant must maintain these insurance policies during the Term:
- (a) a damage policy covering all buildings, fixtures and improvements on the Premises against loss or damage by fire, flood and any other insurable risk, to their full replacement value;
 - (b) a public risk insurance policy in accordance with clause 20.2; and
 - (c) any other policy needed to ensure the Tenant is able to indemnify the Council as provided in this lease.
- 20.2 The Tenant must:
- (a) effect a public liability insurance policy with an insurer authorised under the *Insurance Act 1973* (Commonwealth) or, in any other case, to the satisfaction of the Council, naming the Tenant as the insured covering legal liability for any loss of or damage to any property and for the injury (including death) to any person arising out of anything done or omitted on or about the Premises or any improvements thereon and against all claims, demands, proceedings, costs, charges and expenses whatsoever in respect thereof. Such policy must:
 - (i) be for an amount of not less than twenty million dollars (\$20,000,000.00) in respect of all claims arising out of a single event or such higher amounts as the Council may reasonably require;
 - (ii) be effected on a "claims occurring" basis so that any claim made by the Tenant under the policy after the expiration of the period of policy cover but relating to an event occurring during the currency of the policy will be covered by the policy subject to the claim meeting the policy's other terms and conditions;
 - (iii) be effected on such other reasonable terms and conditions as may be required by the Council; and
 - (iv) be maintained at all times during the currency of the lease.
 - (b) as soon as practicable, inform the Council in writing, of the occurrence of any event that the Tenant considers is likely to give rise to a claim under the policy of insurance effected and must ensure that the Council is kept fully

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informed of subsequent actions and developments concerning the claim.

- (c) renew such policy, at the Tenant's expense, each year during the currency of this lease and forward a certificate of currency to the Council within 14 days of the commencement of each respective renewal period.
- (d) Upon receipt of a Notice of Cancellation, the Tenant must immediately effect another public liability policy in accordance with the provisions of this condition.

20.3 The Tenant must take out the insurance policies:

- (a) before the Term commences; and
- (b) at the cost of the Tenant.

20.4 The Tenant must give the Council certificates showing the currency of all the insurance policies within 14 days of the commencement of each respective renewal period.

20.5 The Tenant will not do anything or allow anything to be done which might result in the Council's insurance on the Premises becoming void or voidable or which might increase the Council's premium on any policy.

20.6 The Tenant must pay any increase in premiums caused by the Tenant's use of the Premises.

20.7 Any insurance that the Tenant is required to obtain must provide for any GST payable by the Tenant upon receipt of an insurance payment so that the Tenant retains after payment of the GST, the amount the Tenant would have received if GST had not been payable.

21. Indemnity

21.1 The Tenant indemnifies the Council against every action, claim, demand, notice, loss, damage, cost and expense for which the Council may become liable arising from:

- (a) loss or damage to property, or death or injury related to the Tenant's use of the Premises and not caused by the negligence of the Council;
- (b) any act, neglect, default or omission by the Tenant or the Tenant's invitees on the Premises; and
- (c) the performance or non-performance of any obligation under this lease.

22. Exclusion of Liability

22.1 The Council does not warrant that the Premises:

- (a) are suitable for any purpose; or
- (b) may be used for the use in item 4 of Schedule 1.

22.2 The Tenant leases the Premises at its own risk. The Council will not be liable to the Tenant or any other person for any loss, damage or injury caused directly or indirectly by any non-negligent act or omission of the Council.

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- 22.3 The Council will not be liable to the Tenant or any other person for any loss, damage or injury because of the failure of the electricity or water supply or other services or facilities enjoyed by the Tenant on the Premises.

TERMINATION

23. Major and Minor Breaches

- 23.1 Subject to clauses 13, 23.3 and 23.4:
- (a) breaches of these clauses are major breaches of this lease, which permit the Council to terminate the lease:
 - (i) 4: Rent
 - (ii) 5: Other Payments
 - (iii) 6: Use
 - (iv) 7: Maintenance
 - (v) 10: Assignment, Subletting, Mortgaging
 - (vi) 12: Alcohol and Gambling
 - (vii) 13: Good Neighbour Processes
 - (viii) 20: Insurance; and
 - (b) all breaches which are not major breaches are minor breaches.
- 23.2 If a minor breach occurs, the Council may:
- (a) serve a notice on the Tenant requiring it to remedy the minor breach within 14 days of the date of the notice; and
 - (b) sue the Tenant for any damages suffered by Council as a result of the minor breach.
- 23.3 If a minor breach is capable of being remedied but is not remedied within 14 days of notice of the minor breach being served on the Tenant, the Council may elect to treat that minor breach as a major breach.
- 23.4 If three minor breaches occur, of which the Council has served notice under clause 23.2, the Council may treat the third minor breach as a major breach.
- 23.5 If a major breach occurs, the Council may:
- (a) serve a notice on the Tenant requiring it to remedy the major breach within a reasonable time;
 - (b) if the major breach is not remedied within that time, terminate the lease under clause 24; and/or
 - (c) sue the Tenant for damages caused by the major breach.

24. Termination of Lease

- 24.1 The Council may terminate the lease if:
- (a) the Tenant enters into any form of liquidation, is wound up or dissolved, enters into a scheme of arrangement for creditors, is placed under official

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management or external administration, or a receiver and/or manager of any of its assets is appointed;

- (b) the interest of the Tenant under this lease is taken in execution;
- (c) the Tenant is declared insolvent by a court of competent jurisdiction; or
- (d) the Tenant commits a major breach of this lease and that major breach is not remedied within the time specified in the Council's notice served on the Tenant to remedy the major breach.

24.2 The Council may terminate the lease by:

- (a) giving the Tenant written notice that it is terminating the lease; or
- (b) re-entering the Premises (with force if necessary), ejecting the Tenant and any other persons from the Premises; or
- (c) doing both.

25. Damages

25.1 If the Council terminates this lease under clause 24, the Council may recover all money payable by the Tenant under this lease up to the Termination Date in item 1 of Schedule 1. However, the Council must minimise its loss.

25.2 The Council's entitlement to damages is not limited or affected if:

- (a) the Tenant abandons the Premises;
- (b) the Council accepts any repudiation by the Tenant of this lease; or
- (c) the conduct of the Council and the Tenant constitutes a surrender by operation of law.

25.3 The Council's rights under clauses 23, 24 and 25 are in addition to any of its other legal rights.

26. Removal of Tenant's Chattels and condition of Premises on termination

26.1 On the expiration or earlier determination of this lease, all buildings, fixtures and improvements on the Premises, including any chattels, fittings and fixtures which the Tenant has affixed to the Premises, excluding Third Party Property, will become the property of the Council (and part of the Premises) without compensation to the Tenant.

26.2 On the termination of this lease, the Tenant will vacate the Premises and leave them clean and tidy and in good repair.

26.3 Subject to clause 26.5, the Tenant must remove all Tenant's Chattels within 14 days of the termination of the lease.

26.4 The Tenant will repair any damage done to the Premises in removing the Tenant's Chattels and will leave the Premises clean and tidy and in good repair.

26.5 If the Tenant does not remove the Tenant's Chattels or if the Council terminates the lease and re-enters the Premises under clause 24, the Council may choose to:

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- (a) have the Tenant's Chattels removed and stored as the Council thinks fit at the Tenant's cost; or
- (b) treat the Tenant's Chattels as if the Tenant had abandoned them and they had become the property of the Council, without being liable to account to the Tenant.

MISCELLANEOUS

27. Interest

The Tenant will pay the Council interest, calculated daily, at the rate set out in Item 6 of Schedule 1 on any money due and payable but unpaid under this lease.

28. Holding Over

If the Tenant continues to occupy the Premises after the Term with the consent of the Council, then:

- 28.1 the Tenant does so as a monthly tenant on the same terms as at the last day of the Term; and
- 28.2 either party may terminate the monthly tenancy by giving to the other 1 month's notice expiring on any date.

29. Power of Attorney

- 29.1 The Tenant irrevocably appoints the Council, its officers and its nominees jointly and each of them severally to:
 - (a) be the attorneys of the Tenant to execute and register a transfer or surrender of this lease or a withdrawal of caveat; and
 - (b) appoint substitutes and revoke those appointments; and
 - (c) do anything relating to the Premises as fully as the Tenant could do.
- 29.2 This power only arises when the Council's power to re-enter under this lease has been exercised.
- 29.3 The Tenant covenants to ratify all lawful acts of any attorney under this clause.
- 29.4 The Registrar of Land Titles may act upon a statutory declaration of any authorised officer of the Council stating that the power to re-enter has been exercised.

30. Dispute Resolution

If any dispute, other than a resident dispute under the Good Neighbour Processes in Schedule 3, arises between the Tenant and the Council, they agree to be bound by the dispute resolution procedures in Schedule 4.

31. General

- 31.1 If any provision of this lease is unenforceable for any reason, that provision will be severed from this lease and the enforceability of the remaining provisions will not be affected.

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- 31.2 Failure by the Council to require strict compliance with a provision of this lease - including the obligation to pay any money by a certain date - will not be a waiver of the Council's rights to enforce that provision later. Any waiver by the Council of any breach of this lease must be in writing.
- 31.3 A demand for rent or other money owing by the Tenant or the subsequent acceptance of rent or other money does not constitute a waiver by the Council of any earlier default by the Tenant.
- 31.4 Any obligations of the Tenant to be performed after termination of this lease survive that termination.
- 31.5 If the Tenant does not perform any obligation under this lease, the Council may perform that obligation. The cost of performing that obligation will be a debt due to the Council from the Tenant.
- 31.6 All covenants implied in this lease by sections 105, 107 and 109 of the Property Law Act 1974 are negatived. All other covenants implied by the Land Title Act 1994 and Property Law Act 1974 are modified to the extent that they are inconsistent with any of the terms of the lease.
- 31.7 This lease contains the entire agreement between the parties in relation to the Premises. The Tenant acknowledges that it has not been induced to enter into this lease by any promise, warranty or representation by or on behalf of the Council which is not in this lease.
- 31.8 A reference in this lease to any Law includes a reference to any Law which amends, repeals or replaces that Law.

32. Notices

- 32.1 All notices given under this lease:
- (a) may be signed by an authorised officer of the party giving the notice;
 - (b) must be in writing;
 - (c) may be given by being delivered, or sent by facsimile transmission or prepaid post to the address for service of the party to whom the notice is addressed;
 - (d) if addressed to the Tenant, may be given by being left at the Premises;
 - (e) if sent by mail, are deemed to be given on the third day after mailing, and if sent by facsimile, are deemed to be given on the day after they are dispatched.
- 32.2 The address for service of each party is the address set out in Item 7 of Schedule 1 or any other address which the party specifies in writing to the other party.

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33. Management Agreement

- 33.1 For the purposes of this Clause 33 the following definitions apply:
- 'Management Agreement'** means the agreement that sets out each party's obligations for various shared services arrangements.
- 'Other Tenants'** means the Tenants from time to time of Lease D and Lease F on SP 288310, being any other Tenants of Carmichael Park from time to time.
- 33.2 The Tenant must work cooperatively with the Other Tenants to enter into the 'Management Agreement' within six months of the Commencement Date on such terms acceptable to Council.
- 33.3 The 'Management Agreement' must make provision for the following:
- (a) Shared use and contribution (financial and/or in-kind) towards:-
 - (i) cleaning;
 - (ii) maintenance;
 - (iii) capital replacement of the maintenance compound and the Eastern change rooms;
 - (iv) capital replacement of the external amenities of the sports club; and
 - (v) capital replacement of the car park (Lease F).
 - (b) The splitting of the following costs:-
 - (i) water access, water consumption and sewer charges for Carmichael Park ('Water Costs');
 - (ii) electricity charges for all shared use areas not separately metered and billed directly to each Tenant; and
 - (iii) cleaning/maintenance and capital replacement of the external amenities of the sports club.
 - (c) Agreed arrangements for undertaking works that impact on the terms of the Management Agreement or are located on the Other Tenants leased facility (e.g. additional infrastructure which impact electricity/water usage).
 - (d) Allocation of any funding awarded to the Tenant from Council's water assistance program (if provided).
 - (e) Any other shared costs determined by the Tenant and Other Tenants (including mandatory testing and servicing of electrical equipment in shared use areas).
 - (f) Use of the amenities and canteen in the sports club and the car park (Lease F), if there is a Tenant of Lease F who is a party to the 'Management Agreement'.

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33.4 If either of the Other Tenants change during the Term of the lease, the Tenant must enter into a new Management Agreement with the new Tenant/s taking possession of the leased area.

33.5 For the calculation of 'Water Costs' under Clause 33.3(b)(i) it is noted that:-

- (a) sub-meters have been installed in the sports club and each of the fields;
- (b) the head meter charges will be billed to the Tenant of Lease D on SP 288310;
- (c) the Tenant of the sports club (Lease F) will only be accountable for pedestal charges applicable to the sports club and water consumption as read at the sport club sub-meter; and
- (d) the Tenant and the Tenant of Lease D as Tenants of the sports fields, will devise a system for attributing the remaining charges and the Tenant will reimburse the Tenant of Lease D for its share of the water usage.

.34. Access

34.1 The Council permits the Tenant, its licensees, and invitees to have access to, and egress from the Premises as shown on Plan Number ACC110775-01 (Car Park) in this lease in common with the Council and others having a like right.

34.2 The Tenant uses this right of access at its own risk.

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SCHEDULE 1: LEASE DETAILS

Item 1: Term

Commencement Date: 11 December 2019
Termination Date: 10 December 2023

Item 2: Payment of rent

The annual rent
for the first year of the lease: \$2,683.65 plus \$268.35 GST (see clause 5.3) – **TOTAL: \$2,952.00**

Item 3: Additional rent Not Applicable

Item 4: Use of Premises

Use: Playing, coaching and practicing of cricket and other recreational and community based activities as first approved in writing by Council.

Times of Use of Premises: 7:00 am – 10:00 pm Seven days a week.

Item 5: Insurance

Amount of public liability insurance: Twenty million dollars (\$20,000,000.00)

Item 6: Interest on overdue payments

Interest Rate: as detailed for Interest on Unpaid Rates, Utility and Trade Waste Charges in the Resolution of Rates and Charges of the Council's approved Budget.

Item 8: Addresses for notices

Brisbane City Council
266 George Street
BRISBANE QLD 4000

Attention: The Divisional Manager, Brisbane Lifestyle

Wynnum Manly District Cricket Club Inc.
PO BOX 2210
TINGALPA Q 4173

Title Reference 14521036

SCHEDULE 2: MAINTENANCE PLAN

1. Before the expiration of the fourth year of the Term, the Tenant must undertake maintenance of the Premises to the minimum value of **TWO HUNDRED AND EIGHTY THOUSAND DOLLARS (\$280,000)** in accordance with the Council's Condition Audit Report, dated 5 December 2018 and the Tenant's Maintenance and Development Plan, dated 31 January 2019 ('Agreed Plans'). Such maintenance is to include both buildings and grounds.
2. For the avoidance of doubt, the amount referred to in the above clause 1, is an indicative amount based on the Agreed Plans and may consist of fully financial contributions, fully in-kind contributions or a combination of both.

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SCHEDULE 3: GOOD NEIGHBOUR PROCESSES

Introduction

1. The Council and the Tenant wish to work together to minimise inconvenience to, and complaints from, residents in the neighbourhood of the Premises who are affected by the Tenant's use of the Premises ("residents"), including residents affected by noise coming from, or traffic connected with, the Tenant's use of the Premises, and to follow a procedure to resolve resident complaints in a way which satisfies the Tenant, the Council and the residents.

General Good Neighbour Processes

2. The Tenant will use its best endeavours to work together with residents to minimise inconvenience to residents caused by the Tenant's use of the Premises, and to develop close links between residents and the Tenant.
3. Examples of the way in which the Tenant will put Good Neighbour processes into practice include:
 - 3.1 notifying residents in the neighbourhood of the Premises of the activities of the Tenant, especially of any major events to be held at the Premises;
 - 3.2 appointing parking monitors to ensure that the Tenant's members, invitees and licensees do not create undue noise when entering and leaving the Premises, or in neighbouring streets, and to ensure that resident access to driveways etc is not obstructed;
 - 3.3 circulating details of the Community Liaison Officer to residents and asking them to contact that person with any concerns or question;
 - 3.4 attending any seminars or meetings organised by the Council about community leasing generally.

Complaint Handling Procedures

4. The Tenant agrees to participate in any course of action proposed by the Council under this Schedule.
5. If any person ("the complainant") makes a complaint to the Council which arises from the Tenant's use of the Premises, the Council will refer the complainant to the Tenant's Community Liaison Officer and will record that a "resident notification" has been made in relation to the Tenant.
6. The Council will contact the complainant to find out the result of the referral.
7. If, in the reasonable opinion of the Council, the complaint has not been resolved by the Tenant's Community Liaison Officer within 14 days of the complainant contacting the Community Liaison Officer, the Council will record that a "resident dispute" has arisen and may propose a method of solving the resident dispute to the complainant and the Tenant.

(For example, the method chosen may involve:

- a meeting between the Tenant, the complainant and the Council;
- mediation (including a programme provided by the Community justice Programme of the Department of Justice and Attorney General);
- referral of the resident dispute to the appropriate statutory authority (for example, in the case of a resident dispute in relation to lights used on the Premises, to the Community Health Branch of the Council); or

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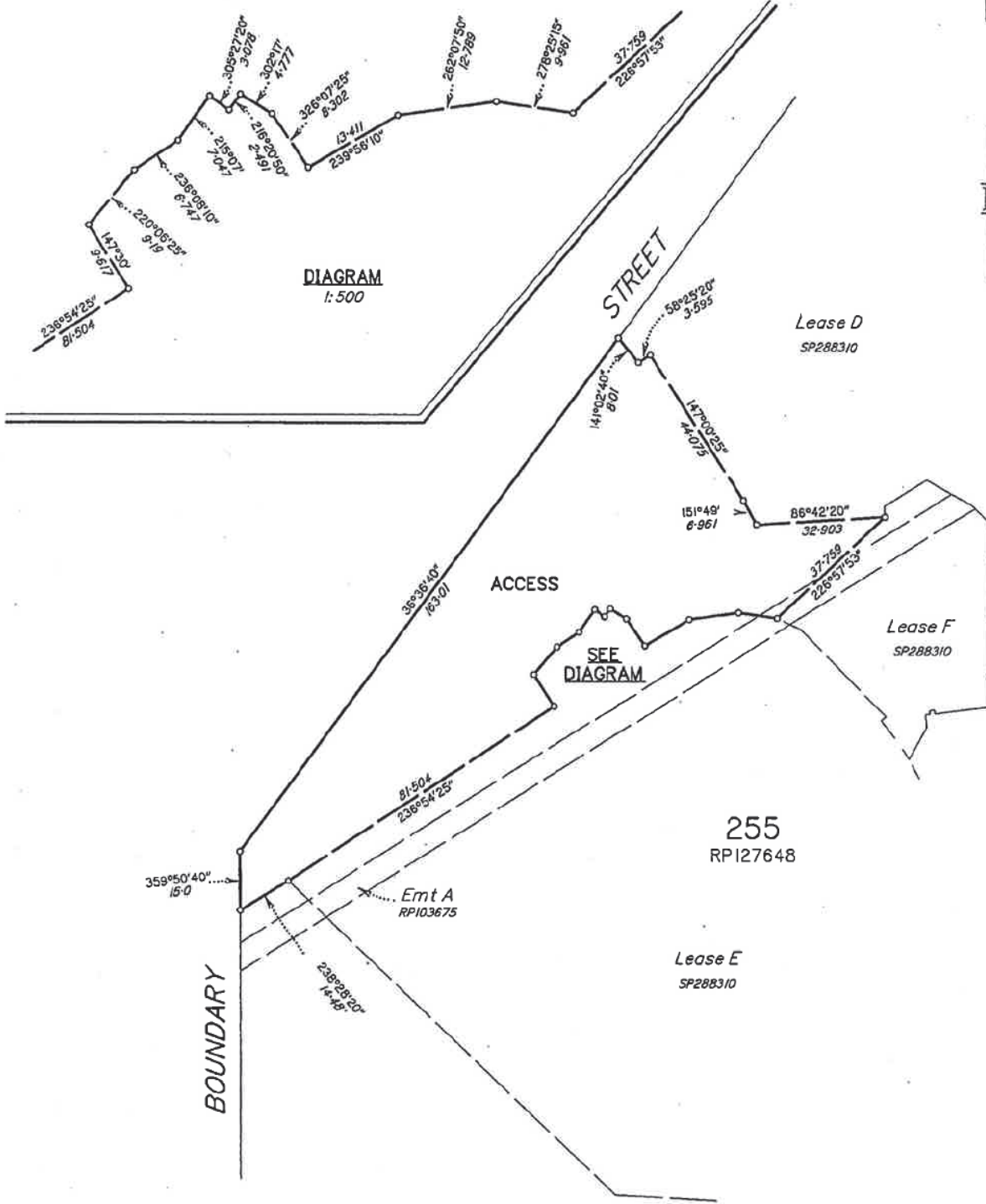
- any other method determined by the Council.)
8. The Tenant agrees to be bound by the outcome of any method of solving the resident dispute chosen by the Council.
 9. If, in the reasonable opinion of the Council, the method does not resolve the resident dispute, the Council may require the Tenant to participate in further attempts to resolve the resident dispute.
 10. If, in the reasonable opinion of the Council, the resident dispute is resolved, the Council may require the Tenant to enter into a legally enforceable agreement in a form satisfactory to the Council.
 11. Nothing in this Schedule affects any rights of the Council under the lease to terminate the lease or take any other action.

Title Reference 14521036

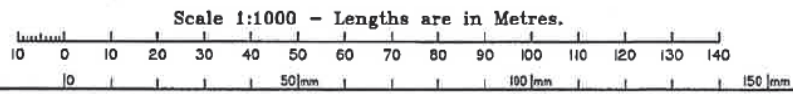
SCHEDULE 4: DISPUTE RESOLUTION PROCEDURE

1. If the Tenant or the Council thinks that a dispute - other than a resident dispute under the Good Neighbour Processes in Schedule 3 - has arisen under this lease, that party may serve a notice upon the other party (a "Dispute Notice") requiring it to follow this procedure and nominating a representative of that party with authority to settle the dispute.
2. Within 7 days of receiving the notice, the party receiving the Dispute Notice must serve a notice on the other party (a "Reply Notice"), nominating a representative with authority to settle the dispute.
3. The representatives of each party will meet within 7 days of the receipt of the Reply Notice and will use their best endeavours to resolve the dispute.
4. If the dispute is not resolved to the satisfaction of both parties within 14 days of the receipt of the Reply Notice, the parties will refer the dispute to the Council.
5. The Council will decide the method of dispute resolution and the procedure to be adopted to solve the dispute. For example, without limitation, the Council may decide to:
 - refer the dispute to arbitration under the Commercial Arbitration Act 2013;
 - refer the matter to the Community Justice Programme;
 - appoint an expert (whose decision will be final and binding on the parties) to decide the dispute; or
 - refer the dispute to mediation.
6. Each party will continue to perform its obligations under this lease during any dispute.

Sheet
1 of 1



Drawn: 12/06/2017
CAD Ref: ACC110775.dwg



ACCESS PLAN

for Leases D & E on SP288310 in Lot 255 RPI27648
Locality of TINGALPA

Meridian: SP288310

SECURITY LABEL: FOR OFFICIAL USE ONLY

City Projects Office

Level 1, Green Square
505 St Pauls Terrace,
Fortitude Valley Qld 4006

Project / Plan number	Amend
ACC110775-01	-

Original information compiled from
DP237853 & SP165975 in the Department of
Natural Resources and Mines.

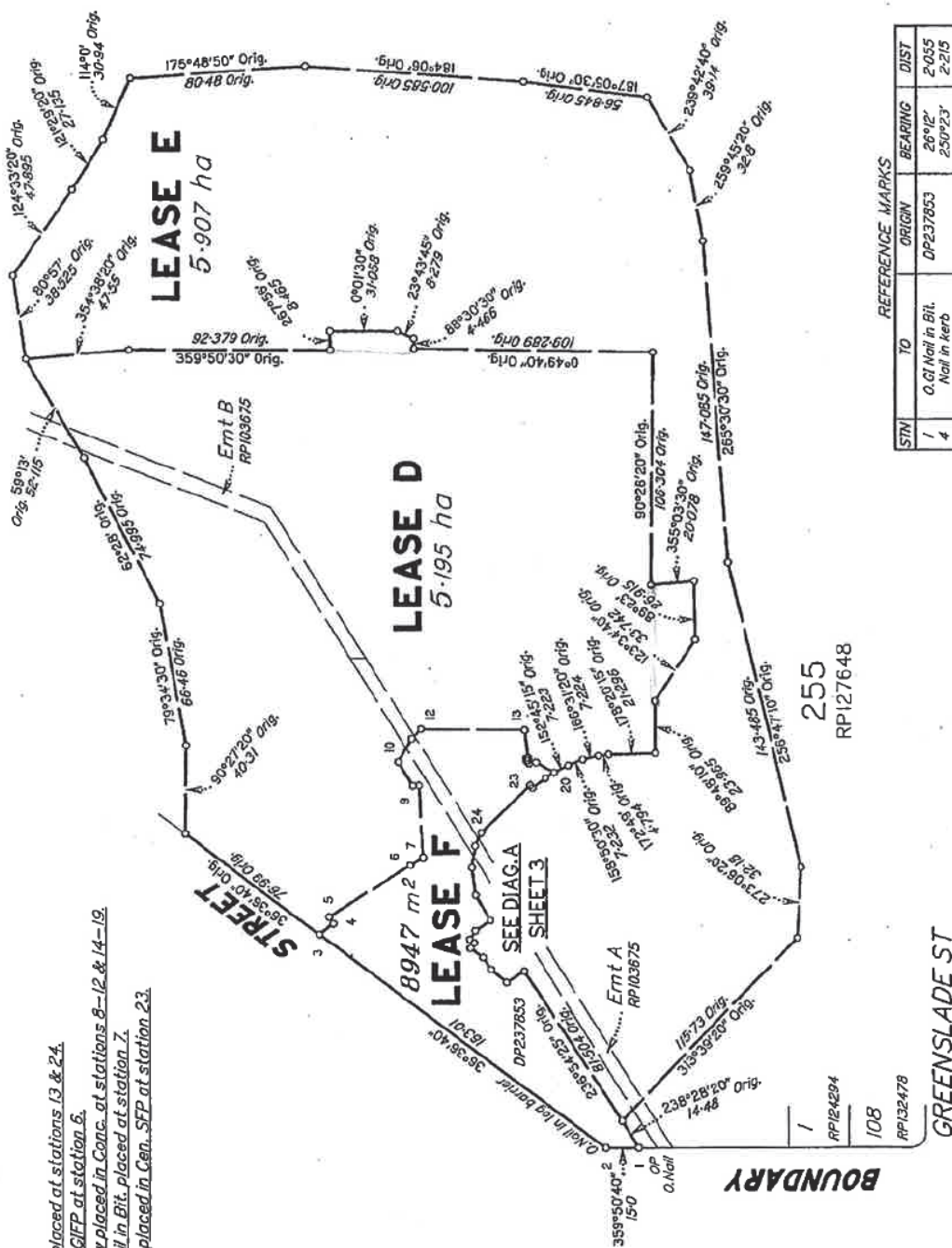
Peg placed at stations 13 & 24.

Cen. GIFF at station 6.

Screw placed in Conc. at stations 8-12 & 14-19.

GI nail in Bit. placed at station 7.

Tack placed in Cen. SFP at station 23.



STN	TO	REFERENCE MARKS	ORIGIN	BEARING	DIST
1					
4					
11					
13					
21					
25					

Scale 1:2000 - Lengths are in Metres.

Plan of Leases D, E & F
in Lot 255 on RP127648

Scale: 1:2000

Format: STANDARD



SP288310

LOCAL BRISBANE CITY
GOVERNMENT: COUNCIL

LOCALITY: TINGALPA

Meridian: SP165975

Survey Records: No

CD110775

I, Brian James GILBY hereby certify that the land comprised in this plan was surveyed by me personally and that the plan is accurate, that the said survey was performed in accordance with the Survey and Mapping Infrastructure Act 2003 and Surveyors Act 2003 and associated Regulations and Standards and that the said survey was completed on 1/6/2017.

B. Gilby
Cadastral Surveyor

6/6/17
Date

Land Title Act 1994 : Land Act 1994 Form 21B Version 1 (Dealing No.)		WARNING : Folded or Mutilated Plans will not be accepted. Plans may be rolled. Information may not be placed in the outer margins. Sheet 2 of 3 5. Lodged by (Include address, phone number, reference, and Lodger Code)																
1. Certificate of Registered Owners or Lessees. I/We (Names in full) * as Registered Owners of this land agree to this plan and dedicate the Public Use Land as shown hereon in accordance with Section 50 of the Land Title Act 1994. * as Lessees of this land agree to this plan. Signature of *Registered Owners *Lessees * Rule out whichever is inapplicable		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2">6. Existing</th> <th colspan="3">Created</th> </tr> <tr> <th>Title Reference</th> <th>Description</th> <th>New Lots</th> <th>Road</th> <th>Secondary Interests</th> </tr> <tr> <td>14521036</td> <td>Lot 255 on RP127648</td> <td></td> <td></td> <td>Leases D, E & F</td> </tr> </table>		6. Existing		Created			Title Reference	Description	New Lots	Road	Secondary Interests	14521036	Lot 255 on RP127648			Leases D, E & F
6. Existing		Created																
Title Reference	Description	New Lots	Road	Secondary Interests														
14521036	Lot 255 on RP127648			Leases D, E & F														
2. Planning Body Approval. * hereby approves this plan in accordance with the: % Dated this day of * Insert the name of the Planning Body. % Insert applicable approving legislation. # Insert designation of signatory or delegation		<u>Admin Note:</u> Lease 707879408 to be surrendered prior to lodgement of this plan.																
3. Plans with Community Management Statement : CMS Number : Name :		4. References : Dept File : Local Govt : Surveyor : CD110775																
7. Orig Grant Allocation :		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th>Lots</th> <th>Orig</th> </tr> <tr> <td> </td> <td> </td> </tr> </table>		Lots	Orig													
Lots	Orig																	
8. Passed & Endorsed : By : BRIAN JAMES GILBY Date : 6/6/17 Signed : <i>Brian James Gilby</i> Designation : CADASTRAL SURVEYOR		9. Building Format Plans only. I certify that : * As far as it is practical to determine, no part of the building shown on this plan encroaches onto adjoining lots or road. * Part of the building shown on this plan encroaches onto adjoining * lots and road Cadastral Surveyor/Director * Date * delete words not required																
10. Lodgement Fees : <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>Survey Deposit</td> <td>\$</td> </tr> <tr> <td>Lodgement</td> <td>\$</td> </tr> <tr> <td>..... New Titles</td> <td>\$</td> </tr> <tr> <td>Photocopy</td> <td>\$</td> </tr> <tr> <td>Postage</td> <td>\$</td> </tr> <tr> <td>TOTAL</td> <td>\$</td> </tr> </table>		Survey Deposit	\$	Lodgement	\$	 New Titles	\$	Photocopy	\$	Postage	\$	TOTAL	\$	11. Insert Plan Number SP288310				
Survey Deposit	\$																	
Lodgement	\$																	
..... New Titles	\$																	
Photocopy	\$																	
Postage	\$																	
TOTAL	\$																	

DIAGRAM B
1:100

LEASE F



LEASE D

255
RPI27648



LEASE D

LEASE F

255
RPI27648

LEASE E

DIAGRAM A
1:500

