11.4 CYCLE TUMBARUMBA - LICENCE AGREEMENT FOR NEW TOILET FACILITY IN COUNCIL ROAD RESERVE - POWER STREET TUMBARUMBA - ATTACHMENTS

Attachment Titles:

1. 20240926 - SVC Cycle Tumbarumba - Third Party - Infrastructure Master Licence Agreement - Final Attachment 1 - 20240926 - SVC Cycle Tumbarumba - Third Party - Infrastructure Master Licence Agreement - Final



Third Party Infrastructure

Master Licence Agreement



Snowy Valleys Council (Council)

Third Party (Cycle Tumbarumba, C/O 14 The Parade, Tumbarumba NSW 2653)



Pump-out well Toilet Block located on Road Reserve - Power Street , Tumbarumba

Final - Revision No 3 - 26 September 2024

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Third Party Infrastructure Master Licence Agreement

Parties

Snowy Valleys Council ABN 53 558 891 887 ("Council")

Riverina Highlands Building 76 Capper Street TUMUT NSW 2720

("Applicant")

(Cycle Tumbarumba, C/O 14 The Parade, Tumbarumba NSW 2653)



Pump Out Well Toilet Block located on road reserve at Power Street, Tumbarumba



Background

- А. The Applicant wishes to install Infrastructure (Construct) toilets on Councils Public Road Reserve located on Power Street, Tumbarumba. Council currently has no plans for the use of the road and will only allow construction to take place on this road reserve on the understanding that Cycle Tumbarumba will make available the toilets for public use.
- Β. The Council agrees to grant the Applicant a licence to install Infrastructure (Construct) toilets on Councils Public Road Reserve located on Power Street, Tumbarumba on the terms and conditions set out in this document.

Agreed Terms

1. Definitions and Interpretation

1.1 Definitions

In this document:

"Applicant" includes the Applicant's officers, employees, agents and contractors.

"Applicant's Equipment" means the following equipment installed by the Applicant on Council Property:

- Infrastructure as listed in Schedule 3; (a)
- (b) Infrastructure and Equipment as listed in Schedule 2.

"Access Request" means a written notice to install or access the Applicant's Infrastructure or Equipment from the Applicant to the Council.

"Approval Notice" means a written notice from the Council to the Applicant approving the Access Request.

"Authority" means any public, municipal, government or local government or statutory public, ministerial, civic or other authority, body or department of any kind and includes the Council.

"Bank" means a bank authorised under the Banking Act 1959 (Cth).

"Business Day" means a day (other than a Saturday, Sunday or public holiday) on which banks are open for general banking business in Sydney.

"Claim" means, in relation to a person, any claim, cause of action, proceeding, liability, suit or demand made against the person concerned however it arises,

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either directly or indirectly and whether it is present or future, fixed or unascertained, actual or contingent.

"Commencement Date" means the date specified in Item 1 of Schedule 1.

"Council" includes the Council officers, employees, agents and contractors.

"Council Infrastructure" means infrastructure owned by Council which includes but is not limited to sewer, water, power infrastructure including street light poles, other poles, signs, street signs, way finding signage, street furniture and the like.

"Council Land" means land owned, managed or under the care and control of Council and includes but is not limited to buildings, community centres, footpaths, roadways, parks and reserves, playgrounds, plazas and publicly accessible natural areas.

"Council Policies" means all policies implemented by Council with which the Applicant must comply when installing the Applicant's Infrastructure or Equipment and this includes any Council Policies listed in this document.

"Council Water , Sewer or Power Supply" means a water, sewer or electricity supply provided by the Council, to which the Applicant's infrastructure and or Equipment may be connected.

"Council Property" means the Council Land or Council Infrastructure on which the Applicant has installed the Applicant's Infrastructure or Equipment being with respect to the:

- (a) Council Land or Property as listed in Schedule 4;
- (b) Council Infrastructure as listed in Schedule 5.

"CPI" means the consumer price index published by the Australian Government Statistician under the heading All Groups, Sydney.

"Electrical Network Infrastructure" means electrical and network infrastructure facilities to be installed by carriers or contractors who are licensed under the Telecommunications Act 1997 and the Electricity Supply Act 1995 which includes but is not limited to the erection of community batteries, electric vehicle charging stations, mobile phone towers, poles, structures and associated hardware / services including the installation and maintenance of conductors, cables, pillar boxes, substations and other associated services and connection hardware.

"Further Term" means the further term specified in clause 16.

"Governmental Agency" means the Crown, any government, any Governmental ministry or department, or any Crown, Governmental, semi-Governmental, statutory, parliamentary, administrative, fiscal, public, municipal, local, judicial or regulatory entity, agency, instrumentality, authority, court, commission, tribunal or statutory corporation having jurisdiction over or in respect of the Council Infrastructure and/or its use.

"GST" means Goods & Services Tax under GST Law.

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"GST Law" means A New Tax System (Goods & Services Tax) Act 1999 (Cth).

"Insolvency Event" means, in respect of a person:

- an administrator being appointed to the person; (a)
- (b) a Controller or analogous person being appointed to the person or any of the person's property;
- an application being made to a court for an order to appoint a Controller, (c) provisional liquidator, trustee for creditors or in bankruptcy or analogous person to the person or any of the person's property; or
- (d) an appointment of the kind referred to in subparagraph (ii) being made (whether or not following a resolution or application);
- (e) the holder of a Security Interest or any agent on its behalf, appointing a Controller or taking possession of any of the person's property (including seizing the person's property within the meaning of section 123 of the PPSA) or otherwise enforcing or exercising any rights under the Security Interest or Chapter 4 of the PPSA;
- the person being taken under section 459F(1) of the Corporations Act (f) 2001 (Cth) to have failed to comply with a statutory demand;
- an application being made to a court for an order for its winding up; (g)
- (h) an order being made, or the person passing a resolution, for its winding up;
- (i) the person:
 - suspending payment of its debts, ceasing (or threatening to (1) cease) to carry on all or a material part of its business, stating that it is unable to pay its debts or being or becoming otherwise insolvent; or
 - (2) being unable to pay its debts or otherwise insolvent;
- the person taking any step toward entering into a compromise or (j) arrangement with, or assignment for the benefit of, any of its members or creditors;
- a court or other authority enforcing any judgment or order against the (k) person for the payment of money or the recovery of any property; or
- (I) any analogous event under the laws of any applicable jurisdiction, unless this takes place as part of a solvent reconstruction, amalgamation, merger or consolidation that has been approved by the Council.

"Intellectual Property" means all present and future rights conferred by law in or in relation to any copyright, trade-marks, designs, patents, circuit layouts, plant

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varieties, business and domain names, inventions, and other results of intellectual activity in the industrial, commercial, scientific, literary or artistic fields.

"Licence Fee" means the licence fee specified in Item 4 of Schedule 1 or as increased under this document.

"Loss" includes any loss, damage, liability or obligation, cost (including legal costs on a full indemnity basis or solicitor and own client basis, whichever is the higher) or expense however it arises, either directly or indirectly and whether it is present or future, fixed or unascertained, actual or contingent.

"Party" means a party to this document.

"Public Road" means a public road or public footpath vested in Council and includes Road Reserves.

"Qualified Persons" means persons who hold the necessary qualifications to carry out the works proposed in accordance with all applicable laws.

"Related Body Corporate" means related body corporate as defined in the Corporations Act 2001 (Cth)

Road Reserve - Public land owned and controlled by Council

"Telecommunications Act" means the Telecommunications Act 1997 (Cth).

"Term" means the term specified in Item 3 of Schedule 1.

"Termination Date" means the date specified in Item 2 of Schedule 1.

"Valuer" means a person appointed by the Council who:

- (a) is a full member of at least ten years' standing of the New south Wales Division of the Australian Property Institute; and
- (b) acts as an expert and not as an arbitrator.

1.2 Interpretations

In this document:

- (a) headings and clause numbers are for convenience only and do not form part of the document or affect its interpretation;
- (b) the singular number includes the plural and vice versa, unless the context requires otherwise;
- (c) a reference to a party includes that party's executors, administrators, trustees, successors and permitted assigns;
- (d) a reference to a person includes an individual, corporation, unincorporated association, partnership, joint venture or government body;

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- (e) a reference to any statute, ordinance, code, Council Policy or other law include all regulations and other instruments under it and all consolidations, amendments, re-enactments or replacements of any of them occurring at any time before or after the date of this document;
- (f) money references are in Australian dollars, unless otherwise provided;
- (g) a reference to a "month" means a calendar month;
- (h) a reference to legislation or to a provision of legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it; and
- (i) if a party is a corporation, a reference to that party's authorised officer includes an "officer" of the corporation as defined in the Corporations Act 2001 (Cth), or any other person authorised to act on its behalf.

2. Licence

2.1 Grant of licence for Term

The Council grants to the Applicant the non-exclusive licence for the Term to install, maintain and repair the infrastructure and or facilities which it installs on the Council Property or infrastructure. Council currently has no plans for the use of the road and will only allow construction to take place on this reserve on the understanding that Cycle Tumbarumba will make available the toilets for public use.

2.2 Nature of Rights Granted

This document does not create between the parties the relationship of lessor and lessee, principal and agent, franchisor and franchisee or employer and employee.

2.3 Holding Over

If the Applicant continues to use the Council Property or infrastructure after the Termination Date with the consent of the Council:

- (a) the licence will be a monthly licence only; and
- (b) either party may terminate this document by one (1) months' notice in writing to the other party.

2.4 Monthly Licence Fee During Holding Over

The Licence Fee to be paid for each month during any holding over period is the amount equal to the monthly Licence Fee current at the Termination Date increased by 5%.

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3. Licence Fee

3.1 Payment

The Applicant must pay the Licence Fee to the Council by equal monthly instalments in advance each month or quarter calculated from the commencement date, free of deductions, set-off or counter-claims. If the commencement date is not the first day of a month, the first and last payments must be proportionate.

3.2 Licence Fee Increase

The Licence Fee increases on each anniversary of the commencement date by 5% of the amount payable in the immediately preceding year.

3.3 Licence Fee Discount

The Council agrees to provide a Licence Fee discount to the Applicant on the conditions set out below:

- (a) if the Applicant pays the annual Licence Fee in one lump sum in advance, the annual Licence Fee payable will be reduced by 10%;
- if the Applicant pays the Licence Fee payable for the Term in one lump (b) sum in advance, the Licence Fee payable for the Term will be reduced by 20%.

Obligations of the Applicant 4.

4.1 Comply with all laws and requirements

The Applicant must comply on time with all requirements, notices, Council Policies and orders of all Authorities having jurisdiction over, and all laws in connection with the Applicant's Infrastructure or Equipment and to enable the Applicant to enter upon the Council Land upon which the Applicant's Equipment or infrastructure is to be located.

4.2 Request to Install Applicant's Infrastructure or Equipment

- (a) Before the Applicant installs the Applicant's Infrastructure or Equipment the Applicant must submit an Access Request, at least 10 Business Days prior to the date of the proposed activity. The Access Request must include:
 - (1) appropriately detailed construction drawings;
 - (2) information in sufficient detail to allow the Council to identify:
 - (A) the nature of the Applicant's Infrastructure or Equipment, including its dimensions.

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- (B) the Applicant's Infrastructure or Equipment's power requirements (if any);
- (C) the Council property, land or infrastructure which is the subject of the proposed new licence or otherwise the affected Council Infrastructure;
- (b) Upon receipt of an Access Request the Council may engage independent consultants pursuant to clause 0, to assist Council in its determination of the Access Request.
- (c) Upon receipt of an Access Request, the Council may, in its absolute discretion, reject, approve, or provide conditional approval for the Access Request.

4.3 Make-ready Work

- (d) If, in the Applicant's reasonable opinion, any work needs to be undertaken in order to make the Council land, property or Infrastructure ready to receive the Applicant's Infrastructure or Equipment (Make Ready Work), the Applicant must set out, in an Access Request, the Make Ready Works required.
- (e) The Council will then assess the Council land, property or Infrastructure and determine, in its absolute discretion, whether any Make Ready Work is required. In the event that the Council is required to assess the need for Make Ready Works, the Applicant will be liable to pay a fee as determined by Council in its absolute discretion, which must be paid before the Council carries out the assessment.
- (f) Where the Council determines that Make Ready Work is required, the Council will:
 - (1) provide the Applicant with a quotation of costs for the Make Ready Work, and the parties will agree on those costs before the Council performs the Make Ready Work; or
 - (2) the Applicant can source quotations for consideration and acceptance by Council provided the quotes and proposed contractor meet the requirements of the Council; and
 - (3) at the Council's election (to be determined at its sole discretion), once the quotation of costs for the Make Ready Works has been agreed by the parties, the Council will nominate whether it, or the Applicant, will carry out the Make Ready Works. If the Council carries out the Make Ready Works, the Applicant must pay the quotation of costs in advance within 20 Business Days of receipt of a tax invoice for those works.
- (g) Notwithstanding any other provision the Applicant acknowledges and agrees that if the Council and Applicant are unable to agree on the costs

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and quotation of costs referred to in clause 0(f), such costs will be determined by the Council in its absolute discretion.

4.4 Carrying Out Installation of Applicant's Infrastructure or Equipment

In carrying out the installation of the Applicant's Infrastructure or Equipment and when effecting the Make-Ready Works the Applicant must:

- (a) complete the installation in a proper and workmanlike manner;
- (b) complete the installation in accordance with the Council's reasonable requirements and directions;
- (c) not cause any interference with the use of Council Property or other infrastructure;
- (d) comply with all relevant and applicable Council Policies and codes and which at the Commencement Date include:
 - (1) Councils Footpath, Kerb and Road Verge Policy;
 - (2) Public Utility Authority Works Conditions;
 - (3) Community Engagement and Councils Notification Policy;
 - (4) Complaints Handling Policy; and
 - (5) Development Control Plan;
 - (6) Councils Work, Health and Safety Policy
- (e) ensure the Applicant's Infrastructure and or Equipment is installed in a reasonable time;
- (f) clear expeditiously from the Council Property any rubbish, plant or material left as a result of the installation of the Applicant's Infrastructure or Equipment or the completion of the Make-Ready Work;
- (g) give promptly to the Council, when the installation of the Applicant's Infrastructure or Equipment and Make-Ready Work is completed, any plans, drawings and other documentation Council may require with respect to the installed Applicant's Infrastructure or Equipment, and this includes certification from a Qualified Person approved by Council confirming that the Applicant's Infrastructure or Equipment has been securely fastened to the Council Property or land and will not fall onto a Public Road or create a Public Safety hazard.

4.5 No Replacement or Removal of Applicant Infrastructure or Equipment Without Council Consent

Subject to clause 7.2, the Applicant agrees that it must not replace, remove, upgrade or swap (Replacement) any of the Applicant's Infrastructure or Equipment without obtaining the prior written consent of the Council. The Council must not

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unreasonably withhold its consent to such Replacement provided the Replacement does not increase the footprint of the Applicant's Infrastructure or Equipment. Any such determination as to whether the Replacement increases the Footprint of the Applicant's Infrastructure or Equipment is to be made by Council in its absolute discretion.

4.6 Council Not Liable

- (a) Notwithstanding any other provision, the Applicant agrees that the Council is not liable for any Loss or injury sustained by the Applicant or the Applicant's Infrastructure or Equipment as a result of:
 - (1) the failure or breakdown of any of the Applicants Infrastructure;
 - (2) a water, sewer or power failure or surge to the Council Infrastructure;
 - (3) any event beyond the control of Council including:
 - (A) act of God;
 - (B) war, terrorist attack, riot, insurrection, vandalism or sabotage;
 - (C) strike, lockout, ban, limitation of work or other industrial disturbance;
 - (D) shortage of labour, transportation, fuel, power, plant, machinery, equipment or materials; or
 - (E) law, rule or regulation of any government or governmental agency and executive or administrative order or act of general or particular application.
- (b) Notwithstanding any other provision, the Applicant releases Council from all Claims with respect to any Loss or injury referred to in clause 4.7(a).

4.6 Water - Sewer or Power Connection

- (a) If the Applicant wishes to connect the Applicant's Infrastructure or Equipment to the Councils water, sewer or power supply, the Applicant must submit an Access Request to Council which must be consistent with clause 4.11.3 of Council's relevant policies and it must include a connection request, and set out the water, sewer or power requirements for the items of the Applicant's Infrastructure or Equipment that require supply approval and or any other information required by Council.
- (b) The Council will, in its absolute discretion, determine whether or not it will agree to connect the Applicant's Infrastructure or Equipment to the Councils water, sewer or power supply.

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- (c) If the Council agrees to connect the Applicant's Infrastructure or Equipment to the Council water, sewer or power supply, the Approval Notice will set out the Council's agreement to connection and any conditions of that connection including the provision of permanent metered water or power supply by Council with all costs to be borne by the Applicant.
- (d) Where the Applicant's Infrastructure or Equipment is connected to the Council's water, sewer or power supply, the Applicant agrees to pay the amount notified to the Applicant by the Council from time to time during the Term.
- The Applicant must pay any amounts owing to the Council pursuant to (e) clause 4.9 (d) within 20 Business Days of receipt of an invoice for that amount from the Council.

5. Applicant Warrants

The Applicant warrants that the construction and ongoing operation of the Applicant's Infrastructure and or Equipment (Toilet Block) shall be undertaken at the applicants cost and in accordance with the following conditions of this licence agreement:

- (a) The construction of the Toilet block will take place on Councils Road Reserve and that Cycle Tumbarumba will make available the toilets for public use.
- The toilet block does not interfere with the Council's use of the Council (b) Infrastructure, land or nearby properties.
- (c) The toilet block shall be permanently labelled to identify the Applicant as its owner;
- The toilet block is installed in accordance with the approved Development (d) Application conditions of consent and complies in all respects with applicable laws, all planning and environmental regulations, building regulations, work health and safety laws (including but not limited to those standards set out in the Work Health and Safety Act 2011 (NSW)), any relevant code of practice, and any order of any regulatory authority;
- (e) The applicant will be responsible for all ongoing operational requirements of the toilet block for the duration of this licence agreement including:
 - maintaining the toilet block in a state of good repair and functionality at all times.
 - undertaking all required daily cleaning of the toilet block facility
 - stocking the toilet block facility with sanitary paper, soap for dispensers, paper towels, bins and the like.

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- undertaking minor repairs to the facility including vandalism repairs, graffiti removal, pest control and replacement of lights. Refer to Section 6 of this agreement.
- Undertaking repairs and maintenance to any plumbing or sewer issues including the unblocking of toilets, pipes and drains associated with the facility. All plumbing works and associated repairs are to be undertaken at the applicant's cost. Refer to Section 6 of this agreement.
- (f) The applicant must provide signage that clearly indicates who members of the public must contact if there are any problems with the facility or if they wish to provide feedback or make a complaint about the condition of the facility. The applicants contact details - <u>which are not to be</u> Councils contact details must be clearly provided and sign posted at the toilet block facility.
- (g) The applicant is responsible for all security measures at the toilet block facility including all key and lock wear and the applicant is also responsible for opening and closing the facility on a daily basis.
- (h) The toilet block has been approved by Councils Planning Department and is an approved structure in accordance with Councils Planning Controls.
- does not interfere with public safety, or does not create any threat to public safety, including the safety of any road or footpath user;
- (j) complies with any further requirements set out in the relevant Approval Notice.
- (k) The applicant must obtain and occupation certificate from Council to certify that the toilet block facility is fit of use and has been constructed in accordance with the approved Development Application drawing, specifications and conditions as well as all relevant standards. The occupation certificate must be obtained prior to the facility becoming operational.

6. Repair and Maintenance by the Applicant

6.1 Applicant Must Keep Applicant's Infrastructure (Toilet block) and Equipment in Good Repair

The Applicant acknowledges that it must keep the Applicant's Infrastructure and Equipment in good and substantial repair and safe conditions.

- 6.2 Applicant to Co-ordinate Inspection and Repair Work with Council
 - (a) The Applicant must co-ordinate the repair, maintenance and inspection of the Applicant's Infrastructure and Equipment (Toilet block) around and

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subject to Council's own maintenance schedules and maintenance protocols.

(b) The Applicant agrees that Council shall have priority access to shut down Council Infrastructure for Council repair and maintenance purposes.

6.3 Repair Work to be Carried Out by Qualified Persons

Subject to clause 6.2, the Applicant must ensure that any works or maintenance it performs in accordance with this document on the Council land, property or Infrastructure is carried out by Qualified Persons.

6.4 Inspections Not Less Than Once Every Six (6) Months

Subject to clause 6.2, the Applicant warrants that a Qualified Person will regularly inspect the Applicant's Infrastructure and Equipment (Toilet Block), not less than once every 6 months during the Term and maintain it in good and substantial repair and safe condition so it does not pose any risk to any person or property (including the Council, land property or Infrastructure).

6.5 Compliance with Laws

The Applicant warrants that all maintenance work undertaken by the Applicant on the Toilet Block will be in compliance with all laws including any water, sewer or power related regulations and Council policies, planning and environmental regulations, building regulations, any work health and safety laws (including but not limited to those standards set out in the Work Health and Safety Act 2011 (NSW) and any relevant code of practice.

7. Council's Rights

7.1 Council may engage independent consultants

The Applicant acknowledges and agrees that the Council may engage independent consultants, at the cost of the Applicant, to evaluate any matter of concern to the Council and this includes the Council engaging consultants to:

- (a) Undertake independent water, sewer or power investigations and or site inspections relating to the maintenance of the toilet block.
- (b) undertake independent environmental impact assessments; and
- (c) undertake independent structural assessment of the Council Property.
- 7.2 Council May Remove, Relocate or Decommission Applicant's Infrastructure or Equipment
 - (a) Where:



- (1) the Council wishes to carry out maintenance work on the Council Property, or replace or move the Council Property for any reason; or
- (2) the Council considers there is an emergency affecting health or safety or creating a risk of damage to property; or
- (3) the Applicant's Infrastructure and or Equipment is affecting the operation or maintenance of the Council Property and or facilities; or
- (4) the Council wishes to decommission an item of Council Property; or
- (5) the Applicant fails to pay the Licence Fee or other money by the due date and the failure continues for five Business Days;

then the Council, at its sole discretion, may:

- (6) remove the Applicant's Infrastructure and or Equipment and give notice to the Applicant of such removal; or
- (7) remove and/or relocate the Applicant's Infrastructure and or Equipment and give notice to the Applicant of such removal and/or relocation; or
- (8) remove and/or relocate and/or turn off the services to the Applicant's Infrastructure and or Equipment by giving reasonable prior notice to the Applicant (or in the case of emergency or works without delay, no notice); or
- (9) by written notice, require the Applicant to remove and/or relocate the Applicant's Infrastructure and or Equipment within 40 Business Days at no cost to the Council. If the Applicant does not remove and/or relocate the Applicant's Infrastructure and or Equipment within 40 Business Days, then, at the Council's discretion, the Council may invoke clauses 7.2(a)(6), 7.2(a)(7) and 7.2(a)(8) above.
- (b) If the Council removes and/or relocates any of the Applicant's Infrastructure and or Equipment pursuant to clauses 7.2(a)(6), 7.2(a)(7) and 7.2(a)(8), the Applicant will be liable for any costs incurred by the Council in removing, relocating, or storing the Applicant's Infrastructure and or Equipment. The Applicant must pay the Council's costs within five Business Days of receiving a tax invoice from the Council. The Council will also not be liable for any costs incurred by the Applicant in re-attaching or relocating the Applicant's Infrastructure or Equipment.
- (c) Notwithstanding any other provision the Applicant agrees that if the Council removes, relocates or decommissions the Applicant's Infrastructure and or Equipment (Toilet Block), the Applicant does not have any right to any form of compensation whatsoever from the Council

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and the Applicant releases the Council from any such action, demand, cost or claim.

8. Indemnity

- 8.1 The Applicant's Indemnity
 - (a) The Applicant must indemnify and keep indemnified the Council against, and must pay the Council on demand the amount of, any Claim or Loss incurred or suffered by the Council in connection with:
 - (1) any death, injury, loss or damage caused to any person or property (including the Council Property) by or in connection with the Applicant's Infrastructure and or Equipment (Toilet block) or as a result of any act or omission of the Applicant or the Applicant's personnel in connection with the Applicant's use of the Council Property or pursuant to any licence granted under this document;
 - (2) any interference by the Applicant's Infrastructure and or Equipment (toilet block) with the Council's use of the Council Property or infrastructure;
 - (3) any defect or error in or faulty workmanship in relation to the Applicant's Infrastructure and or Equipment (toilet block), the maintenance or operation of the Applicant's Infrastructure and or Equipment or the installation, maintenance or removal of the Applicant's Infrastructure and or Equipment on or from the Council Property;
 - (4) any danger created by the Applicant whether or not the existence of that danger was or ought to have been known to the Applicant.
 - (b) The Applicant's indemnity referred to in clause 8.1(a) must include, without limitation, legal costs and expenses on a full indemnity basis or a solicitor and own client basis whichever is the higher.
 - (c) The Applicant's indemnity is continuing and survives expiry or termination of this document, or any licence issued under it. The Applicant acknowledges that the Council need not incur any expense before enforcing its right of indemnity.
 - (d) The Applicant's indemnity under this clause 8, shall be limited in the event that a negligent act or omission of the Council has contributed to the Claim, or Loss, but only to the extent of the Council's contribution.

8.2 Application of Indemnity

(a) This indemnity applies regardless of whether:

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- (1) the Applicant has complied with any guideline or code of practice applicable to the Applicant's Infrastructure or Equipment for the toilet block; or
- (2) the Council or any of its employees or contractors have inspected or approved any aspect of the applicant's infrastructure or equipment or its design or location or issued any instructions in relation to the Applicant's Infrastructure or Equipment in relation to the toilet block.

9. Insurance

9.1 Public Liability Insurance

The Applicant must take out and maintain, at all times during the currency of this document, a public liability insurance policy with a minimum cover of \$20 million for each and every claim, or such other sum as the Council requires from time to time.

9.2 Professional Indemnity Insurance

The Applicant must take out and maintain, at all times during the currency of this document, a professional indemnity insurance policy with a minimum cover of \$10 million for each and every claim, or such other sum as the Council requires from time to time.

9.3 Insurance Requirements

All insurance policies must:

- (a) be produced to the Council for inspection before the Commencement Date and within 2 Business Days of demand (provided that demand cannot be made more often than once each year);
- (b) be placed with a reputable and solvent insurer reasonably approved by the Council;
- (c) note the Council as an interested party; and
- (d) provide that the policy will not be amended or cancelled without 10 Business Days prior written notice from the insurer to the Council.

10. Default

10.1 Events of Default

Each of these events or circumstances is an Event of Default:

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- (a) (non-payment) if the Applicant fails to pay any amount (other than a disputed amount) that is due and payable by it under this document when it is due and the payment is not made;
- (b) (other obligations) if the Applicant fails to comply with any of its obligations under this document (other than a failure referred to elsewhere in this clause) and:
 - (1) the Council considers that the failure cannot be remedied; or
 - (2) the Council considers that the failure can be remedied, and the failure is not remedied within the time specified by Council;
- (c) (misrepresentation) if any representation, warranty or statement made by, or repeated by, the Applicant, in or in connection with this document is untrue or misleading (whether by omission or otherwise) in any material respect when so made or repeated/in any respect which the Council considers material;
- (d) (Insolvency Event) if an Insolvency Event occurs in respect of the Applicant or any of its subsidiaries;
- (e) the Applicant's Infrastructure and or Equipment renders the Council Property, land or Infrastructure unfit for use as determined by the Council in its absolute discretion.

10.2 Essential terms

The following clauses are essential terms of this document:

- (a) 3 Licence Fee;
- (b) 4 Obligations of the Applicant;
- (c) 6 Repair and Maintenance;
- (d) 8 Indemnity;
- (e) 9 Insurance;
- (f) 19 Assignment of this document.

11. Termination

11.1 Event of Default

If the Applicant commits an Event of Default the Council may:

(a) in the case of clauses 10(b), 10(c) and 10(e) notify the Applicant of the default and may give the Applicant 10 Business Days to rectify the default.
 If the Applicant does not rectify the default within that time to the

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satisfaction of Council, the Council may terminate this document immediately by notice in writing to the Applicant;

- (b) in the case of clauses 10(a) and 10(d) terminate this document immediately by notice in writing to the Applicant;
- (c) recover from the Applicant an amount equal to the damages or loss it suffers; and
- (d) apply any bank guarantee in reduction of its loss or damage.

11.2 Costs on Default

The Applicant must pay on demand all costs incurred by the Council due to default by the Applicant or in enforcing its rights under this clause including legal costs on a full indemnity basis or solicitor and own client basis, whichever is the higher.

11.3 No Waiver

Acceptance by the Council of arrears of the Licence Fee or any other moneys payable under this document or of any breach of this document by the Applicant does not constitute a waiver of the Council's rights.

11.4 Licence Fee payable for entire Term

If the Council terminates this document or accepts a repudiation, the Council (in addition to any other of its rights and remedies) is entitled to recover as damages the Licence Fee and other money it would have been entitled to receive for the balance of the Term had the termination not occurred, subject to its obligation to mitigate.

11.5 Interest on Overdue Payment

If the Applicant fails to pay any money by the due date the Applicant must pay interest calculated on a daily basis from the due date until the date of payment at the rate of interest which is 2% more than Commonwealth Banks rate on overdraft accounts in excess of \$100,000 from time to time. The Council may capitalise interest on monthly rests.

12. Make Good

- (a) On the earlier of the end of the Term and the date when this document is terminated in accordance with clause 11, the Applicant must, at its own cost:
 - (1) remove the Applicant's Infrastructure and or Equipment (Toilet blocks and associated equipment and services; and
 - (2) make good the Council, property, land or Infrastructure to its condition at the Commencement Date.

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- (b) All the works referred to in clause 12(b) must be carried out to the complete satisfaction of the Council. If the Applicant fails to comply with this clause with all reasonable expedition, the Council may by its officers, servants, agents or independent contractors, carry out at the cost of the Applicant the works referred to in clause 12(a).
- (c) If, following the termination of this document, any of the Applicant's Equipment remains attached to the Council Infrastructure the Council may treat the Applicant's Equipment as abandoned and deal with it in any manner the Council sees fit and without being liable to the Applicant. The Applicant indemnifies the Council against all damages sustained by the Council and any liability or loss arising from, and any costs, charges and expenses incurred in connection with the Council acting under this clause 12(c).

13. Confidentiality and Intellectual Property

13.1 Information to Remain Confidential

The terms and existence of this document and all information, concepts and ideas exchanged between the parties under or preceding it are confidential and may not be:

- (a) used, except for the purpose of exercising rights or performing obligations under this document); or
- (b) disclosed by a party to any third party, except:
 - (1) to employees, contractors or advisers who need the information for the purposes of this document and who have, prior to disclosure, entered into a confidentiality undertaking in similar terms to this clause;
 - (2) with the consent of the other party, which consent may be given or withheld in the other party's absolute discretion;
 - (3) where it is in or becomes part of the public domain, was already known to a party or was already in the possession of the party at the time of disclosure, other than through a breach of:
 - (A) this document;
 - (B) an obligation of confidence; or
 - (C) any relevant law; or
 - (4) if required by law or in connection with legal proceedings relating to this document.

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13.2 Public Announcements

No public announcement or communication relating to this document or the relationship between the parties may be made or authorised by or on behalf of a party without the prior written consent of the other party, which consent may be given or withheld in the other party's absolute discretion.

13.3 No Merger

This clause survives termination of this document.

- 13.4 Intellectual Property
 - (a) The Parties acknowledge and agree that the Council retains ownership of all of the Intellectual Property in the Council Infrastructure and the Applicant retains its pre-existing Intellectual Property rights in the Applicant's Infrastructure and or Equipment (if any).
 - (b) All Intellectual Property in any work arising from or created, produced or developed by the Applicant, whether alone or jointly with others or by any third party, in connection with any alterations or additions to the Council property, land or Infrastructure will immediately upon creation or performance vest in the Council and will remain the Council's sole and exclusive property. For avoidance of doubt, this clause (b) does not apply where the work is installation of Applicant's Equipment on the Council Infrastructure only and does not confer to the Council any rights in the Applicant's Equipment.
 - (c) To the extent the Applicant may at any time acquire any right, title or interest in the Councils land, property or Infrastructure, then the Applicant, by this document, assigns to the Council all such right, title and interest with immediate effect on creation or acquisition of the relevant right, title or interest.
 - (d) The Council grants to the Applicant a non-exclusive and royalty free licence to use the Intellectual Property owned by the Council in the Council, property, land or Infrastructure for the purpose of installation of Applicant's Infrastructure and or Equipment in accordance with this document.
 - (e) The Applicant must not take any steps to damage or adversely impact the Intellectual Property in the Council, land property or Infrastructure.
 - (f) The Applicant must notify the Council as soon as it becomes aware of any infringement or suspected infringement of the Intellectual Property in the Council, land property or Infrastructure.
 - (g) Each Party warrants that the provision and use of material provided by that Party pursuant to this document will not infringe a third party's Intellectual Property.

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14. GST

14.1 Consideration GST-exclusive

It is the intention of the parties that any consideration for a supply under this document be received by the supplier exclusive of GST.

14.2 Payment of GST

The recipient of a supply must pay the supplier an amount equal to the supplier's GST on the consideration at the same time as the consideration is paid. The supplier must issue a tax invoice before the recipient is obliged to pay the GST.

15. Dispute Resolution

15.1 Party Not to Commence Proceedings

Subject to clause 15.3, Parties must not commence court proceedings in respect of a dispute arising under or in connection with this document unless it has complied with this clause 15.

15.2 Dispute Notice

If a dispute arises under this document, either Party may serve a notice (Dispute Notice) on the other Party outlining the nature of the dispute and proposed solutions and requiring the defaulting Party to institute remedial action.

15.3 Resolution by Consultation and Negotiation

Following service of a Dispute Notice both Parties must use reasonable endeavours to resolve the dispute by consultation and negotiation having regard to their respective statutory rights and obligations in the following manner:

- (a) the relevant managers of the Parties responsible for managing the dispute must negotiate in good faith to try to resolve the dispute; and
- (b) if the dispute is not resolved within 10 Business Days after the service of the Dispute Notice or such longer period as the managers referred to in clause 15.3(a) agree, the dispute must be referred to senior representatives of the Parties and such senior representatives must negotiate in good faith to try to resolve the dispute.

15.4 Costs

The Parties will each bear their own costs in respect of any dispute.

15.5 Urgent Relief

Nothing in this clause prevents a Party from seeking relief, from a court of appropriate jurisdiction, in respect of actions or omissions by the other Party, which

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the Party seeking relief reasonably considers to be sufficiently serious to warrant urgent or injunctive relief.

Further Term 16.

16.1 Number of Further Terms

Subject to the provisions of clause 16.3, the Council grants to the Applicant the number of Further Terms specified in Item 7 of Schedule 1.

16.2 Exercise

The Applicant may, by written notice provided to the Council at least 6 months prior to the Termination Date, request a Further Term.

16.3 Council Determination of Further Term

- If the Applicant serves a written notice in accordance with clause 16.2, the (a) Council may determine in its absolute discretion if it will grant or not grant the Applicant the Further Term. The Council must notify the Applicant by written notice of its determination (Determination Notice) on or before the Termination Date.
- If the Council does not serve the Determination Notice on the Applicant (b) on or before the Termination Date, the Council agrees that it must grant a licence for the Further Term.

Further Term Document 16.4

The document for the Further Term shall be identical to this document except that:

- the number of Further Terms will be reduced by 1; and (a)
- the Licence Fee and the other applicable dates must be amended in (b) accordance with this clause.

16.5 Licence Fee for the Further Term

- (a) The Licence Fee for the first year of the Further Term is to be the current annual licence fee determined in accordance with clause 17.
- (b) Pending the final determination of the current annual licence fee, the Applicant must pay the monthly Licence Fee payable immediately before the end of the Term.
- (c) On receipt of the final determination of the current annual Licence Fee the parties must adjust any underpayment or overpayment on the next date for payment of the Licence Fee.

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(d) Despite any other provision of this document or any rule of law or equity to the contrary, the Licence Fee must not be reduced by reason of a determination under clause 17.

Market Licence Fee for Further Term 17.

17.1 **Council Notice**

If the Council agrees to grant the Further Term to the Applicant in accordance with clause 16, the Council will give the Applicant a notice stating the Council's assessment of the current annual market licence fee on or before the Termination Date (Council Notice).

17.2 **Dispute Notice**

- (a) If the Applicant wants to dispute the Council Notice given in accordance with clause 17.1 it must give a dispute notice (Dispute Notice) to the Council within 10 Business Days after the Council gives the Council Notice.
- (b) If the Applicant does not give a Dispute Notice on time the Licence Fee from and including the commencement date of the Further Term is the amount stated in the Council Notice.
- If the Applicant does give a Dispute Notice on time the current annual (c) market licence fee must be decided under clause 17.3.

18. Council Role as a Public Authority

- (a) The Council has entered into this document in its capacity as the manager of Public Road Reserves Road, the Crown Land Manager, and or freehold owner of the land, property or Infrastructure and not in its capacity as a Governmental Agency.
- (b) Nothing in this document in any way restricts or otherwise affects the unfettered discretion of the Council in the exercise of its statutory powers as a Governmental Agency and in the event of any conflict between the unfettered discretion of the Council in the exercise of such powers and the performance or obligations under this document, the former prevails.
- (c) The Applicant acknowledges and agrees that the Council (in its capacity as a Governmental Agency):
 - is under a statutory duty to properly consider, on its merits, any (d) application made under any legislation relating to the Council land, property or Infrastructure and in its use that may be submitted to it and to otherwise exercise each and all of its statutory responsibilities according to law;

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- (e) cannot fetter in advance the exercise of its statutory discretion or otherwise pre-determine any decision in respect of any such application; and
- (f) the Council has not given any representation or made any statement to the Applicant as to how it will or make exercise any of its statutory powers.

19. Dealing with this Document

19.1 Consent to Dealing

The Applicant must obtain the Council's written consent to any transfer, assignment, co-location, encumbrance, declaration of trust or otherwise deal with its rights under this document to a third party (Dealing).

19.2 Requirements for Consent

The Council may withhold consent to any Dealing if the request for consent is not in writing or the Applicant is in default under this document.

19.3 Transfer

If the Dealing is a transfer of this document:

- (a) the Applicant must:
 - (1) provide the Council with any information the Council reasonably requires about the identity, financial standing and business experience of the transferee;
 - (2) satisfy the Council that the transferee has financial resources or business experience at least comparable to that of the Applicant.
 - (a) the Council may withhold consent if:
 - (1) the transferee is not in the reasonable opinion of the Council, respectable, responsible and solvent;
 - (2) the transferee does not provide the bank guarantee specified in clause.

19.4 Co-location to the Infrastructure or Equipment supplier to another Company

If the Dealing is a proposed co-location to another toilet block and or Infrastructure or equipment supplier company the Applicant must obtain the Council's prior written consent which must not be unreasonably withheld by the Council, provided that any such co-location agreement must be between the Council and the other company.

19.5 No Sublicence of this Document

The Applicant must not enter into a sublicence of this document.

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19.6 Formalities

- (a) The Council may attach reasonable conditions to the granting of consent to a Dealing including requiring the parties to execute a deed with the Council on terms required by the Council and the Applicant reimbursing the Council for all costs of considering the Applicant's request for consent.
- (b) The Applicant must fully satisfy any conditions attaching to the Council's consent and finalising the formalities before a Dealing takes effect.

19.7 Change to Directors or Shareholders

A substantial change in the Applicant's directors or shareholders is deemed to constitute a Dealing under this document. The reasonable opinion of the Council as to a substantial change is conclusive.

20. Costs, Charges and Expenses

20.1 The Applicant Must Reimburse the Council

The Applicant must pay or reimburse the Council on demand for:

- (a) the costs, charges and expenses of the Council in connection with any consent, approval, exercise or non-exercise of rights (but in the case of the non-exercise of rights, only those costs charges and expenses incurred where the Applicant is in default or where the Council reasonably suspects that the Applicant is in default) (including, without limitation, in connection with the contemplated or actual enforcement or reservation of any rights under this document), waiver, variation, release, surrender or discharge in connection with this document; and
- (b) taxes and fees and fines and penalties in respect of fees, which may be payable or determined to be payable in connection with this document or a payment or receipt to any other transaction contemplated by this document,

including in each case, without limitation, legal costs and expenses on a full indemnity basis or solicitor and own client basis, whichever is the higher.

21. Applicant Wishes to Install Additional Infrastructure and or Equipment after Commencement Date

21.1 Applicant Submission

If the Applicant seeks to install additional Applicant Infrastructure and or Equipment (Toilets blocks) after the Commencement Date the Applicant must

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submit an Access Request to Council in accordance with the provisions of clause 4.2. The Council may then review such a request and the provisions of clause 4(b) and 4(c) shall apply to such review.

21.2 Council Approval

If the Council approves an Access Request, the Council will issue the Applicant with an Approval Notice (Clause 21 Approval Notice). The Clause 21 Approval Notice takes effect as a licence, granting the Applicant a non-exclusive right to access and utilise the Council Infrastructure on the date, for the purpose, and on the terms, set out in the Clause 22 Approval Notice and in accordance with this document.

21.3 Clause 22 Approval Notice Takes Effect as Licence

The Clause 22 Approval Notice takes effect after it has been signed by the Council and the Applicant in duplicate.

21.4 Terms of Clause 22 Approval Notice

The terms and conditions of the Clause 22 Approval Notice are those appearing in:

- (a) this document; and
- (b) the Clause 22 Approval Notice.

21.5 Inconsistency

In the event of any inconsistency between the terms of the Clause 22 Approval Notice and the terms of this document, the terms of the Clause 22 Approval Notice shall prevail to the extent of any inconsistency.

21.6 Interdependent agreements

The Clause 22 Approval Notice is interdependent with this document. The Clause 22 Approval Notice terminate when this document terminates.

22. Notices

22.1 Form

A notice or other communication connected with this document ("Notice") must be in writing and given by a party, its authorised officer or its lawyer.

22.2 Delivery

A Notice must be:

(a) delivered to the recipient's address or registered office;

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- (b) posted to the recipient's address or registered office by prepaid ordinary post (or airmail, if posted to or from a place outside Australia); or
- (c) faxed to the recipient's facsimile number; or
- (d) emailed to the recipient's email address,

as set out in this document or notified from time to time.

- 22.3 Address for Service
 - (a) Details of the parties' addresses for service of Notices are set out in Item 6 of Schedule 1.

22.4 Service

- (a) Service of a Notice is deemed to have occurred, if sent:
 - (1) as a delivered letter at the time it is delivered;
 - (2) as a posted letter on the 2nd Business Day after posting (or the 7th, if posted to or from a place outside Australia);
 - (3) by facsimile on production of a report by the sender's facsimile machine, confirming the successful transmission to the addressee's facsimile number of all pages comprising the Notice;
 - (4) by email on the next Business Day, unless the sender receives a failure of delivery notification.
- (b) If a Notice is served after 5.00 pm on a Business Day, it is deemed to have been served on the next Business Day.

22.5 Party's Lawyer

A Notice may be:

- (a) given and signed by a party's lawyer; or
- (b) delivered to a party's lawyer by any of the means listed in clause 0, or to the lawyer's business address, or DX box, or facsimile.

23. General

23.1 Joint and Several

If a party comprises 2 or more persons, the liability of those persons under this document is joint and several.

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23.2 Relationship Between Parties

This document is not intended to create a partnership, joint venture or relationship of principal and agent between the parties.

23.3 Governing Law and Jurisdiction

- (a) This document is governed by the laws of New South Wales.
- (b) The parties submit to the jurisdiction of the courts of New South Wales and of the Federal Court of Australia.

23.4 Severance

If a clause is void, illegal or unenforceable, it may be severed without affecting the other provisions in this document.

23.5 Entire Agreement

This document replaces all previous agreements about its subject matter and constitutes the entire agreement between the parties.

23.6 Variation

A variation of this document must be in writing and signed by the parties.

23.7 Waiver

- (a) No right under this document is waived or deemed to be waived, except by written notice signed by the party waiving the right, or its authorised officer.
- (a) A party does not waive its rights under this document by granting an extension or forbearance to another party.

23.8 Time of Performance

- (a) If a payment is made or something is done after 5.00 pm on any Business Day, it is deemed to have been made or done on the next Business Day.
- (b) If this document requires something to be done on a day that is not a Business Day, it must be done on the next Business Day.

23.9 Further Action

Each party must take all necessary further action to give full effect to this document.

23.10 Counterparts

This document may be executed in any number of counterparts.

23.11 Survival

The terms of this document survive its termination to the extent permitted by law.



Schedule 1

ltem 1	Commencement Date		
	1/10/2024		
ltem 2	Termination Date	•	
	30/09/2029		
ltem 3	Term		
	5 years commencing on the Commencement Date and ending of the Termination Date. The initial 5 year term has two x 5 years options to extend		
ltem 4	Licence Fee		
	Peppercorn		
ltem 5	Bank Guarantee		
	N/A		
ltem 6	Address for Service of Notices		
	Council		
	Address	76 Capper Street, Tumut NSW 2720	
	Attention	Glen McGrath - Manager Technical Services - Cherly Klein Property and Roads Partner	
	Email	-	
	Applicant		
	Address		
	Attention	-	
	Email		
ltem 7	Further Term		
	Further Term 1	5 years	
	Further Term 2	5 years	
	Further Term 3	5 years	

Snowy Valleys Council - Third Party - Infrastructure Master Licence Agreement Document Set ID 33300084 and In Confidence - Cycle Tumbarumba and SVC - Amenitrues Bloock located on Power Street- Tumbarumba Final - 26 September 2024 V3 Version: 1, Version Date: 01/10/2024

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Schedule 2

Infrastructure and or Equipment or Facilities Installed by the Applicant

Toilet block at Power Road - Tumbarumba

Infrastructure Facilities and or Equipment (Listed by the Applicant)



Refer to Attached Drawings and specifications - Referred to as Appendix A – prepared by Cresco Australia - Trail Head Toilet for MT Tumbarumba Adventure Park - Client Cycle Tumbarumba Drawings Revision – Issue A – for Client Review - date 18/9/2024

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Schedule 3

Infrastructure and or Equipment Installed by the Applicant

- (a) List of Infrastructure and equipment including all services and connections to be installed on Council property.
- (b) Concrete Pump Out Well Toilet Block consisting of:
 - 1 universal access toilet,
 - 1 ambulant toilet
 - 1 store

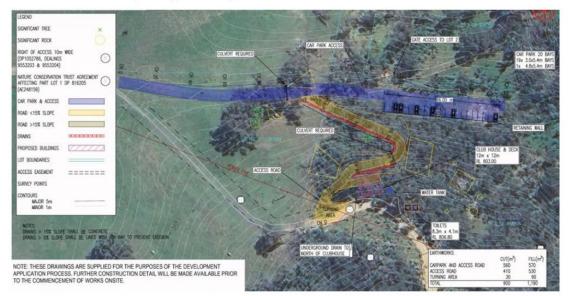
Refer to Attached Drawings and specifications - Referred to as Appendix A – prepared by Cresco Australia - Trail Head Toilet for MT Tumbarumba Adventure Park - Client Cycle Tumbarumba Drawings Revision – Issue A – for Client Review - date 18/9/2024

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Schedule 4

Council Land or Property on which the Applicant's Infrastructure or Equipment is Installed Include a location map - diagram and photos



The undeveloped road corridor between Lot 1 and Lot 2 is a Council owned public road.



Map 1 - Civil construction

Map 2 – Aerial Photograph

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Schedule 5

Detailed drawings and Specifications of the Applicant's Equipment to be installed on Council land

Refer to Attached Drawings and specifications - Referred to as Appendix A – prepared by Cresco Australia - Trail Head Toilet for MT Tumbarumba Adventure Park - Client Cycle Tumbarumba Drawings Revision – Issue A – for Client Review - date 18/9/2024

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Schedule 6

Applicant's Equipment or Facilities

Applicant to list out the equipment and facilities

A. Applicant's Infrastructure or Equipment (Toilet Block)

B. Applicant's method of affixing Applicant's equipment

 The Applicant must connect / attach the Applicant's utility services (Water Sewer Power) and all associated equipment, furniture and fixtures within the Toilet Block in accordance with Councils requirements and the specifications issued by the manufacturer of the equipment and fixtures.

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Executed as an agreement on 1/10/2024-

Snowy Valleys Council

Signature

Signature

Name:

(please print)

Name: Duncion Hitchell

Director

Director/Secretary *
* Delete as appropriate

Cycle Tumbarumba

EXECUTED ACN in accordance with section 127 of the *Corporations Act 2001*:

Signature:

Signature:

Name: (please print) Peter Marshall (President)

Name: (please print) Jason Foley

Inda Levis

(Secretary)

Director

Director/Secretary *
* Delete as appropriate

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Snowy Valleys Council - Third Party - Infrastructure Master Licence Agreement Commercial and In Confidence - Cycle Tumbarumba and SVC - Amenitrues Bloock located on Power Street- Tumbarumba Final - 26 September 2024 V3

Document Set ID: 3330082 Version: 1, Version Date: 01/10/2024

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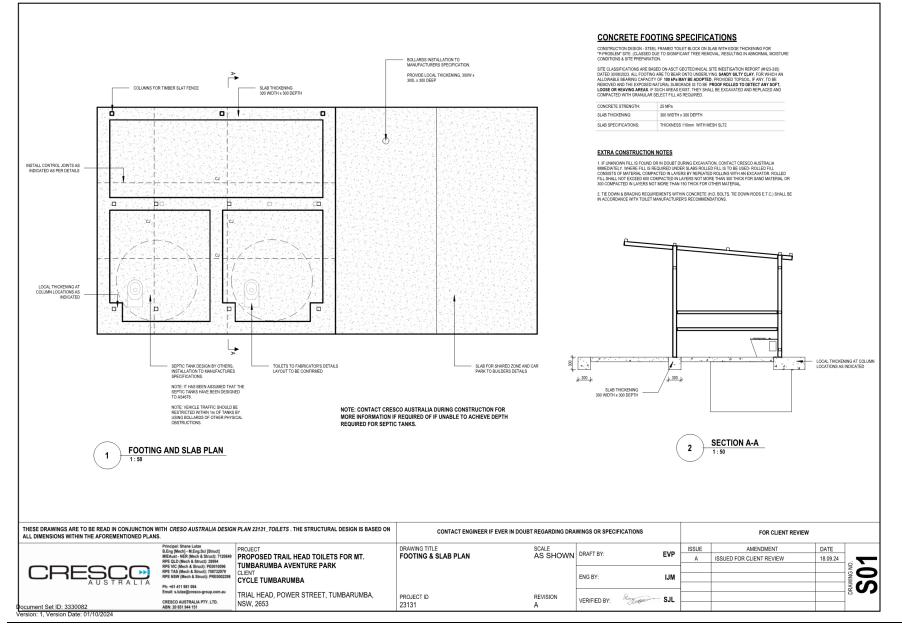
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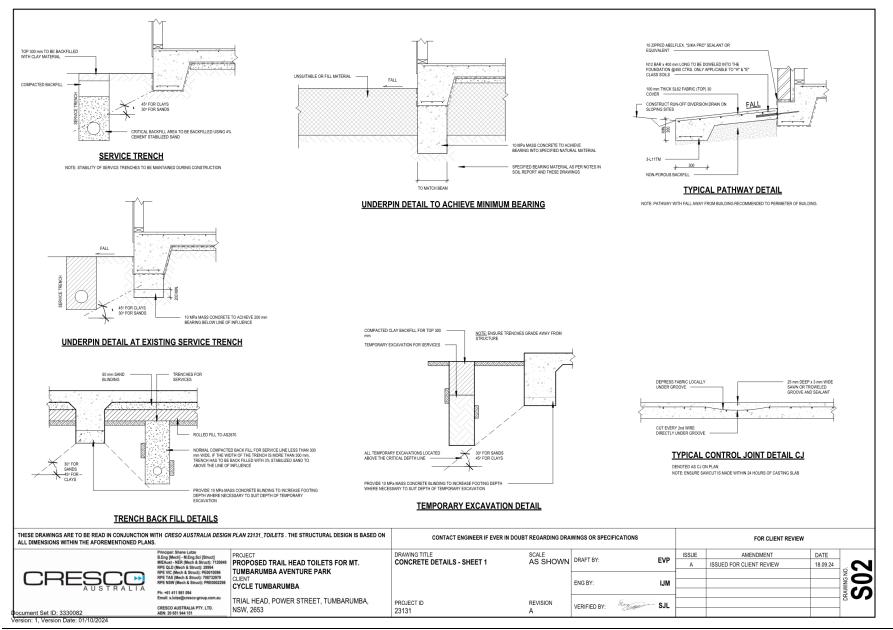
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11.4 CYCLE TUMBARUMBA - LICENCE AGREEMENT FOR NEW TOILET FACILITY IN COUNCIL ROAD RESERVE - POWER STREET TUMBARUMBA - ATTACHMENTS Page 78

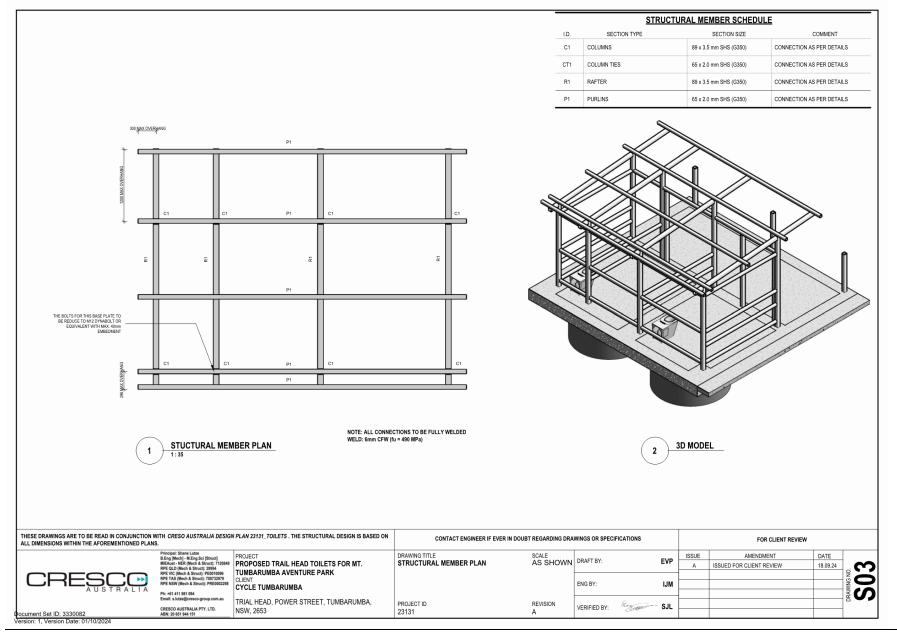
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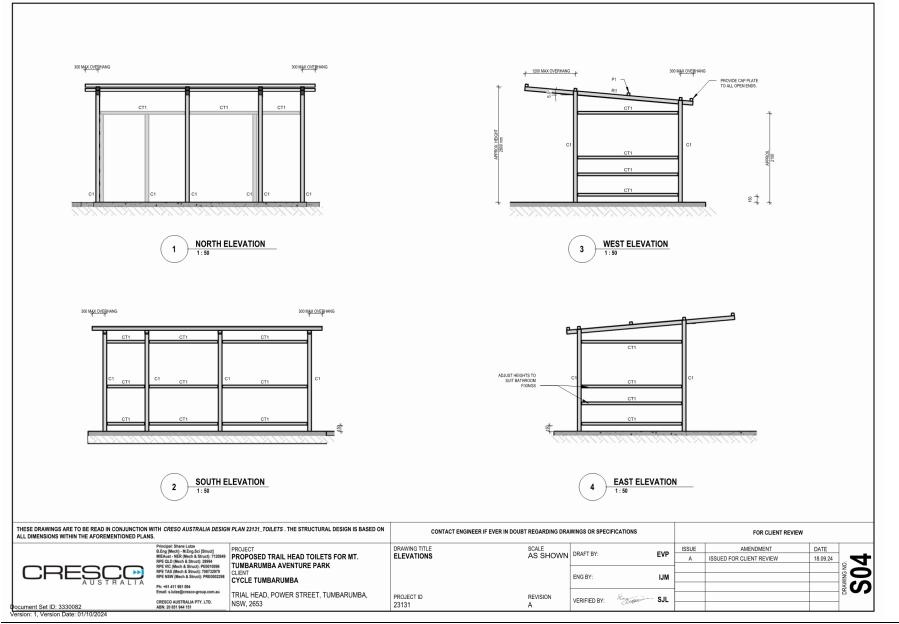
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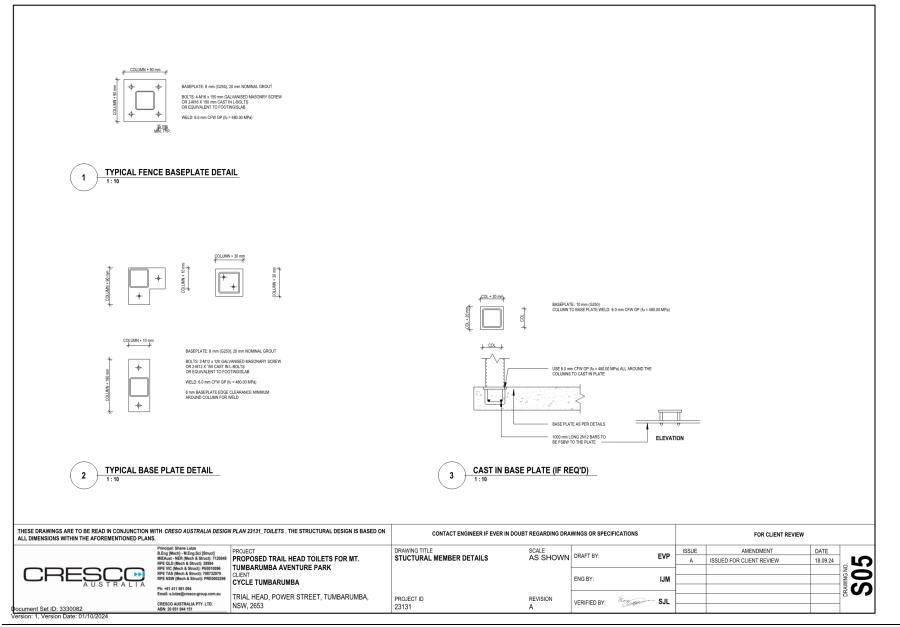
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11.4 CYCLE TUMBARUMBA - LICENCE AGREEMENT FOR NEW TOILET FACILITY IN COUNCIL ROAD RESERVE - POWER STREET TUMBARUMBA - ATTACHMENTS Page 82



11.4 CYCLE TUMBARUMBA - LICENCE AGREEMENT FOR NEW TOILET FACILITY IN COUNCIL ROAD RESERVE - POWER STREET TUMBARUMBA - ATTACHMENTS Page 83

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Version: 1, Version Date: 01/10/2024

11.4 CYCLE TUMBARUMBA - LICENCE AGREEMENT FOR NEW TOILET FACILITY IN COUNCIL ROAD RESERVE - POWER STREET TUMBARUMBA - ATTACHMENTS Page 84

GENERAL NOTES

- 1. THESE DRAWINGS SHALL BE READ IN CONJUNCTION WITH ALL ARCHITECTURAL AND OTHER CONSULTANT DRAWINGS AND SPECIFICATIONS AND WITH SUCH OTHER WRITTEN INSTRUCTIONS AS MAY BE ISSUED DURING THE COURSE OF THE CONTRACT, ALL DISCREPANCIES SHALL BE REFERRED TO THE PRINCIPAL FOR DECISION BEFORE PROCEEDING WITH THE WINGS.
- 2. ALL DIMENSIONS RELEVANT TO SETTING OUT AND OFF-SITE WORK SHALL BE VERIFIED BY THE CONTRACTOR BEFORE CONSTRUCTION AND FABRICATION IS COMMENCED. THE ENGINEERS DRAININGS SHALL NOT BE SCALED.
- 3. WORKMANSHIP AND MATERIALS SHALL BE IN ACCORDANCE WITH THE SPECIFICATION, BUILDING CODE OF AUSTRALIA, CURRENT S A.A. CODES INCLUDING AMEN BUILDING REGULATIONS, AND THE REQUIREMENTS OF ANY OTHER RELEVANT STATUTORY AUTHORITIES, EXCEPT WHERE WARED BY THE CONTRACT DOCUMENTS
- 4. THE APPROVAL OF A SUBSTITUTION SHALL BE SOUGHT FROM THE ENGINEER BUT IS NOT AN AUTHORIZATION FOR A VARIATION. ANY VARIATION INVOLVED MUST BE TAKEN UP WITH THE PRINCIPAL BEFORE THE WORK COMMENCES. 5 ALL DIMENSIONS ARE IN MILLIMETERS UNLESS STATED OTHERWISE. ALL LEVELS ARE EXPRESSED IN METERS.
- 6. THESE DRAWINGS SHALL NOT BE USED FOR CONSTRUCTION UNTIL ISSUED AS "FOR CONSTRUCTION" BY THIS OFFICE.
- 7. ALL DISCREPANCIES SHALL BE REFERRED TO THE PRINCIPAL FOR RESOLUTION BEFORE PROCEEDING WITH THE WORKS. 8. THE STRUCTURAL DRAWINGS DO NOT SHOW ALL DETAILS OF FIXTURES, INSERTS, SLEEVES, OPENINGS, RECESSES, CHASES, ETC REQUIRED BY THE VARIOUS TRADES. ALL SUCH DETAILS MUST BE APPROVED BY THE ENGINEER BEFORE PROCEEDING WITH CONSTRUCTION.
- 9. THE CONTRACTOR RETAINS RESPONSIBILITY OF THE WORKS EVEN IF THE ENGINEER HAS INSPECTED THE WORKS DURING CONSTRUCTION.
- 10. A COPY OF THESE DRAWINGS SHALL BE KEPT ON-SITE DURING THE CONSTRUCTION PERIOD.
- 11. THE DESIGN, CERTIFICATION, CONSTRUCTION AND PERFORMANCE OF FORMWORK AND FALSEWORK SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR, AND SHALL BE CARRED OUT IN ACCORDANCE WITH THE RELEVANT CODES.
- 12. THE CONTRACTOR IS RESPONSIBLE FOR THE CONSTRUCTION PROCEDURE AND ALL LOADS DURING CONSTRUCTION. IF THE CONTRACTOR SUBJUTS THIS SUGGESTED CONSTRUCTION PROCEDURE TO THE SUPERINTENDENT FOR REVERY. THE ACCEPTANCE OF THE PROCEDURE BY THE PRINCIPAL WILL NOT ABSOLVE THE CONTRACTOR FROM HIS RESPONSIBILITY FOR THE PROCEDURE OF ROM ANY OWNERUMENTS WHICH HANN YO COURT RUTING VOIS RETURN.
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- 14. WHERE ADDITIONAL CONSTRUCTION LOADS SUCH AS TEMPORARY SHORING, MOBILE CRAVES, ETC ARE TO BE IMPOSED ON THE STRUCTURE. THE CONTRACTOR SHALL SUBMIT FULL DETAILS OF THE PROPOSED TEMPORARY SUPPORTS TO THE ENGINEER FOR REVEW, SUCH INFORMATION MUST BE PROVIDED A MINIMUM OF 7 WORKING DAYS PRIOR TO THE PROPOSED WORKS COMMEXICUD.
- 15. IF THE CONTRACTOR INTENDS TO VARY THE SCOPE OR METHOD OF WORKS OR MATERIALS USED THE CONTRACTOR SHALL SUBMIT FULL DETAILS OF THE PROPOSAL TO THE ENGINEER FOR CHECKING.
- 16. THE COST FOR CARRYING OUT THE DESIGN AND REVIEW IN CLAUSES 11, 12, 13, 14 & 15 SHALL BE AT THE CONTRACTORS EXPENSE. COSTS INCURRED BY CRESCO AUSTRALIA. PTY LIMITED TO CARRY OUT THE ABOVE TASKS SHALL BE RECOVERED FROM THE CONTRACTOR DETERMINED BY THE HOURLY RATES SETOUT IN THE WORKS AGREEMENT.
- 17. PRIOR TO MY EXCAVATION, DRILLING OR PILE DRIVING, THE CONTRACTOR SHALL CHECK WITH ALL RELEVANT AUTHORITIES AND OBTAIN ALL NECESSARY PERMITS AND BY STE DEVICATION IF NECESSARY FOR THE LOCATION OF ANY DISTING SERVICES WHICH MAY EFFECT THE WORKS. IF SERVICES ARE FOUND TO EXIST, THEN THE CONTRACTOR SHALL NOTIFY THE SUPERMITINGINE THAN DO STAIN INSTRUCTIONS PRIOR TO PROCEEDING.
- 18. ALL PROPRIETARY PRODUCTS SHALL BE INSTALLED STRICTLY IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATION
- 19. ALL REQUIRED TESTS TO COMPLETE THE WORKS SHALL BE AT THE CONTRACTORS EXPENSE.
- 20. THE WORD ENGINEER' USED IN THESE NOTES REFERS TO AN EMPLOYEE OR NOMINATED REPRESENTATIVE OF CRESCO AUSTRALIA PTY LIMITED.

21 THE CONTINUENT BALL RELAKES A REGISTERED CONTINUENT AND THE OFFICE OFFICE CONTINUENT OF OFFICES OF AND AND THE DESTINATION OF THE DESTINATION O

FOUNDATIONS - GENERAL

1 FILL CONSTRUCTION PROCEDURES:

- NEW FILL SHOULD BE PLACED IN GENERAL ACCORDANCE WITH THE RECOMMENDATIONS OUTLINED IN ASI'NM-1996, "GUIDELINES FOR EARTHWORKS FOR COMMERCIAL AND RESIDENT DEVELOPMENTS". TOPSOL, ROOT AFFECTED AND ANY ORGANG RICH SOLDS SHOULD NOT BE USED FOR NEW EXIGENEERD FILLING. THE FLUX MURFILLS SOURCED OUTSIDE THE SITE SHOULD BE ASSESSED FORT IS JUITABLY BEFORE FLACEMENT MA JERVICED BY THE CONTRACTORS GOTCIONICAL, EMINIERI.
- 2. THE FULLWING MACELURES ARE RECOMMENDED AND QUEE FOR SITT REPRANATION NO PLACEMENT OF INTERFL.
 E DEALINE AND ENCOMMENT TOYAL, DESTIN AND LL, VECTATION ROOT PLACEMENT OF INTERFL.
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- ители. версоват и сересовато от ц. внось ве лисео и нанграниителя нот виссети од от пьосе тноокеза, мозтоне сокотонер имо соинисто то те версоват и сересование соитверсовато и нанграниителя нот виссети измани и от техно то техно техно
- ALL FULL MATERIAL, SHALL BE TESTED BY A INTA REGISTERED LABORATORY TO ENSURE WITH THE ABOVE REQUIREMENTS TO THE SATISFACTION OF A GEOTECHNICAL BIOANEER APPOINTED BY THE CONTRACTOR, AT LEAST 3 TEST ST DE GLARRED OUT FER LATRE, EARTHWORKS SHOLLD BE CARRED OUT DURING DRY WEATHER COMDITIONS, RONZING SHOLDL BE WARD FOR FFFECTIVE DRESING OF SURFACE WATER FROM OUTBOET THE STE.
- 3. FOUNDATION MATERIAL SHALL BE APPROVED FOR ALLOWABLE BEARING INTENSITY BY A REGISTERED BUILDING PRACTITIONER BEFORE PLACING MEMBRANE, REINFORCEMENT OR CONCRETE. NOTIFY THE ENGINEER IF CONDITIONS OTHER THAN THOSE DESCRIBED IN THE SOIL REPORT ARE ENCOUNTERED.
- 4. ALL FOUNDATIONS ARE TO BE FREE OF WATER AND LOOSE MATERIAL AT THE TIME OF POURING CONCRETE.
- 5 ALL FOOTINGS SHALL BE CENTRALLY LOCATED UNDER WALLS AND COLUMNS U.N.O.
- 6. THE ENGINEER SHALL BE ADVISED IMMEDIATELY IF ANY UNEXPECTED GROUND WATER IS ENCOUNTERED ON-SITE SO THAT A DECISION CAN BE MADE AS TO WHETHER LOCAL

FOUNDATIONS - RESIDENTIAL AS2870-2011 CLAUSE 6.4

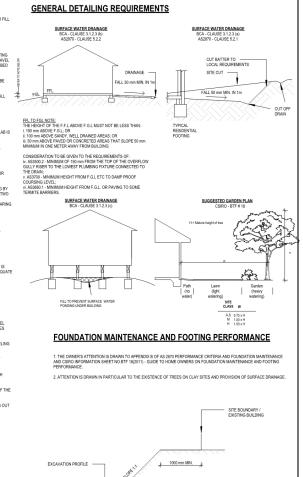
- 1. CLAUSE 6.4.2 FILLING USED IN THE CONSTRUCTION OF A SLAB, EXCEPT WHERE THE SLAB IS SUSPENDED, SHALL CONSIST OF CONTROLLED FILL OR POLICE FILL AS FOLLOWS CONTROLLED FILL IS MATERIAL THAT HAS BEEN PLACED AND COMPACTED IN LAYERS BY COMPACTION FOLIDMENT WITHIN J.
 - YED MOISTURE RANGE TO A DEFINED DENSITY REQUIREMENT. EXCEPT AS PROVIDED BELOW. CONTROLLED FILL SHALL BE PLACED IN ACCORDANCE WITH AS3798.
 - SAND FILL UP TO 800 mm DEEP, WELL COMPACTED IN NOT MORE THAN 300 mm THICK LAYERS BY A VIBRATING PLATE OR VIBRATING ROLLER, SHALL BE DEEMED TO COMPLY WITH THIS REQUIREMENT. A SATISFACTORY TEST FOR SAND FILL NOT CONTAINING GRAVEL SZEZD MATERIAL, IS THE CAHLEVENDENT OF A BLOW COUNT OF 7 OR MORE PER 300 mm USING THE PRETRÖMETER TEST DESCRIBED IN AS1289.6.3.3.
 - NON-SAND FILL UP TO 400 mm DEEP, WELL COMPACTED IN NOT MORE THAN 150 mm LAYERS BY A MECHANICAL ROLLER, SHALL BE DEEMED TO COMPLY WITH THIS REQUIREMENT. CLAY FILL SHALL BE MOIST DURING COMPACTION.
 - b. ROLLED FILL CONSISTS OF MATERIAL COMPACTED IN LAYERS BY REPEATED ROLLING WITH AN EXCAVATOR. ROLLED FILL SHALL NOT EXCEED 800 mm COMPACTED IN LAYERS NOT MORE THAN 300mm THICK FOR SAND MATERIAL OR 300 mm COMPACTED IN LAYERS NOT MORE THAN 150 mm FOR OTHER MATERIAL.
 - NOTE: THE DEPTH OF FILL GIVEN IN THIS CLAUSE ARE THE DEPTHS MEASURED AFTER COMPACTION.
- 2 CLAUSE 643 FOUNDATIONS FOR SLABS: a. TOP SOL CONTAINING GRASS ROOTS OR OTHER ORGANIC MATERIAL SHALL BE REMOVED FROM THE AREA ON WHICH THE SLAB IS TO BE REST.
 - b. ON SITES SUBJECT TO WIND OR WATER EROSION, THE FOUNDATION OF THE EDGE BEAM OR FOOTING SHALL BE PROTECTED
 - c. THE SLAB, INCLUDING EDDE MAD TEETING BEAMS, SHALL BE CRUNEDED AS FOLLOPS: 1 & SLAB MARKES, EDDE FARMES METRIKAL BEAMS MAIL CLAD CURPORT THOCKENINGS ARE TO BE SUPPORTED ON INATURAL SOL, WITH AN ALLOWARE. EBREANING PRESSURE NOT LESS THAN 50 PM. 8 & SLAB PMELS, INTERNAL BEAMS AND LOAD SUPPORT THICKENINGS ARE TO BE SUPPORTED ON CONTROLLED OR ROLLED FALL COMPACTED IN ACCORDANCE WITH CLAUSE 4.2 II BEACH STRAINED IN THE FOUNDED ON INCLUDING LINE LIDERAL HOUSE ON CONTROLLED FALL INTERNAL SUPPORTED IN ACCORDANCE WITH CLAUSE 4.2 II BEACH STRAINED IN THE FOUNDED ON INCLUDING LIDE LIDERAL HOUSE ON INTER PART THE BEACH STRAINED AND AT LESST I METRIE AND SHALL BE FOUNDED ON ACTIVITY AND THE FORT THE EDDE ONE OF THE BUILTING BY AT LESST I METRICAL. WE EDDE FOLSTINGS KOT TIED TO A FOOTING SLAB SHALL BE FOLADED IN A LORS AND STREEPER THAN TWO HORIZONTAL TO DRE VERTICAL. WE EDDE FOLSTINGS KOT TIED TO A FOOTING SLAB SHALL BE FOLADED IN A LORS AN G STREE.
 - d. THE BASE OF THE EDGE BEAMS AND FOOTINGS MAY BE STEPPED OR SLOPED NOT MORE THAN 1 IN 10 AS SHOWN BELOW.

e. A BLINDING LAYER OF SAND IS NOT REQUIRED BUT WHERE USED SHALL COMPLY WITH CLAUSE 64.2 IF DEEPER THAN 100 mm



1. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS FROM APPROPRIATE AUTHORITIES FOR DISCONTINUANCE OF SERVICES IF IT IS REQUIRED. COST OF CUTTING SEALING AND RECONNECTION IS TO BE BORN BY THE CONTRACTOR. THE CONTRACTOR MUST PROVIDE ADEQUATE PROTECTION FOR ALL SERVICE ON-SITE.

- 2. EXCESS EXCAVATION TO BE BACKFILLED WITH 4% CEMENT STABILIZED SAND OR WITH ENGINEERED BACKFILL IF APPROVED BY THE CONTRACTOR'S GEOTECHNICAL ENGINEER AND AT THE CONTRACTOR'S COST.
- 3. THE CONTRACTOR MUST TAKE ALL NECESSARY MEASURES TO PREVENT ANY MOVEMENT OF THE STRUCTURES ON SURROUNDING PROPERTIES INCLUDING, BUT NOT LIMITED TO, BULDINGS, ROMOR, MAYEMENTS, FENCES, RETAINING STRUCTURES ETC. THIS INCLUDES OBTAINING ALL RECESSARY APPROVALS FOR SHORMAN OM ANCHOR SYSTEMS.
- 4 WHERE ROCK REASTING IS PERMITTED BY THE ENGINEER AND APPROPRIATE AUTHORITY. IT SHALL BE DONE BY EXPERIENCED PERSONNE TO THE REQUIREMENTS OF RELEVANT AUTHORITIES. IT IS THE CONTRACTOR'S RESPONSIBILITY TO PROVIDE MEASURES NECESSARY FOR THE PROTECTION OF SURROUNDING PROPERTIES AND FOR PUBLIC SAFETY.
- 5. ALL EXCAVATED MATERIAL SHALL BE REMOVED FROM SITE. THE EXCAVATED MATERIAL CAN BE USED ON-SITE FOR BACKFILLING OR LEVELING ONLY IF APPROVED BY THE ENGINEER.
- 6. THE CONTRACTOR MUST ENSURE THAT NO WATER REMAINS IN THE EXCAVATION AT ANY TIME. NECESSARY PUMPS, SUMPS, TEMPORARY DRAINS ETC., REQUIRED FOR DEWATERING OF THE SITE ARE TO BE PROVIDED BY THE CONTRACTOR.
- 7. EXCAVATION NEAR EXISTING FOOTINGS SHALL NOT EXTEND BELOW FOUNDATION LEVEL WITHOUT THE ENGINEER'S APPROVAL. ANY SUCH POTENTIAL UNDERMINING CONDITIONS MUST BE REFERRED TO THE ENGINEER FOR RESOLUTION.
- 8. FOUNDATIONS ADJACENT TO SERVICES, EXCAVATIONS OR BATTER, ETC., SHALL BE EXTENDED DOWN SUCH THAT THE INFLUENCE LINE OF THE FOUNDATION IS BELOW THE ADJACENT SERVICE AS SHOWN IN THE DETAILS.
- 9. FOOTINGS SHALL BE CONSTRUCTED AND BACKFILLED AS SOON AS POSSIBLE FOLLOWING EXCAVATION TO AVOID SOFTENING OR DRYING OUT
- BY EXPOSURE
- 10. WHERE EXCAVATED SURFACES THAT ARE REQUIRED TO SUPPORT FOOTINGS BECOME SOFTENED OR LOOSENED DUE TO ADVERSE WEATHER, GROUND SEEPAGE, OR OTHER CAUSES, ALL SOFT OR LOOSE MATERIAL SHALL BE REMOVED DOWN TO ACCEPTABLE BEARING MATERIAL AND BE REPLACED IMMEDIATELY WITH A LAYER OF CONCRETE BLINDING.
- 11. BULK EXCAVATION BATTERS AROUND THE PERIMETER OF THE EXCAVATION . U.N.O. ON DRAWINGS, SHALL BE AS PER SKETCH BELOW.
- 12. GEOTECHNICAL ENGINEER TO INSPECT BATTERS AND ADJUST SLOPES AS NECESSARY DURING CONSTRUCTION TO ENSURE ADEQUATE STABILITY OF BATTERS
- 13. ADEQUATE DRAINAGE SHALL BE PROVIDED TO PREVENT WATER PONDING OR COLLECTING ADJACENT TO THE WORKS
- 14. TRENCHES UNDER OR ADJACENT TO THE WORKS SHALL BE BACKFILLED WITH COMPACTED CLAY OR CONCRETE
- TRENCHES PARALLEL TO THE EDGE OF A STRUCTURE SHALL BE OFFSET A DISTANCE AT LEAST EQUAL TO THE DEPTH OF THE TRENCH



THESE DRAWINGS ARE TO BE READ IN CONJUNCTION WITH CRESO AUSTRALIA DESIGN PLAN 23131_TOILETS . THE STRUCTURAL DESIGN IS BASED ON CONTACT ENGINEER IF EVER IN DOUBT REGARDING DRAWINGS OR SPECIFICATIONS FOR CLIENT REVIEW ALL DIMENSIONS WITHIN THE AFOREMENTIONED PLANS. DRAWING TITLE ISSUE AMENDMENT PROJECT BEng (Mech / MEng Sci (Struct) MIEAust - NER (Mech & Struct): 7120849 PROPOSED TRAIL HEAD TOILETS FOR MT. DATE AS SHOWN DRAFT BY EVP APPENDIX B 18 09 24 ISSUED FOR CLIENT REVIEW RPE QLD (Mech & Struct): 28994 TUMBARUMBA AVENTURE PARK RPE VIC (Mech & Struct): PE0010096 O RPE TAS (Mech & Struct): 708732979 RPE NSW (Mech & Struct): PRE000229 CLIENT ENG BY: IJN CYCLE TUMBARUMBA ഗ Ph: +61 411 981 094 Email: s.lutze@cresco-group.com.au TRIAL HEAD, POWER STREET, TUMBARUMBA, PROJECT ID REVISION Ray SJL VERIFIED BY: CRESCO AUSTRALIA PTY. LTD. NSW, 2653 23131 ABN: 20 651 944 15

Ocument Set ID: 3330082 Version: 1. Version Date: 01/10/2024

11.4 CYCLE TUMBARUMBA - LICENCE AGREEMENT FOR NEW TOILET FACILITY IN COUNCIL ROAD RESERVE - POWER STREET TUMBARUMBA -ATTACHMENTS Page 85

PROPOSED TRAIL HEAD TOILETS FOR MT TUMBARUMBA AVENTURE PARK

POWER STREET, TUMBARUMBA

ROAD RESERVE LGA: SNOWY VALLEYS COUNCIL

APPLICATION SET FOR:

CYCLE TUMBA

DEVELOPMENT APPROVAL CONDITIONS

THE BUILDER SHALL FULLY COMPLY WITH CONDITIONS OF AGREEMENT WITH SNOWY VALLEYS COUNCIL (TBC IN WRITING).

BUILDING REGULATIONS

APPLICABLE BUILDING CODE FOR ASSESSEMENT: NCC 2022 VOLUME 1 CLASSIFICATION OF BUILDING: 10a TYPE OF CONSTRUCTION: TYPE C RISE IN STOREYS: 1 FFECTIVE HEIGHT: Sm CLIMATE ZOWE: 7 - COOL TEMPERATE (Ref. https://www.abcb.gov.au/resources/climate-zone-map)

REFER ADDITIONAL NOTES ON SPECIFICATION SHEETS FOR MORE DETAIL.

SHEET	SHEET TITLE
NUNDER	SHEET IIILE
A0-01	ARCHITECTURAL COVERSHEET
A1-01	NOTES
A2-01	TOILET LOCATION PLAN
A3-01	PLAN - TOILETS
A3-02	DETAIL PLAN - TOILETS
A3-03	DETAIL PLAN - SLAB SETOUT
A4-01	TOILET ELEVATIONS
A4-02	TOILET ELEVATIONS
A4-03	TOILET INTERNAL ELEVATIONS

CONTACT ARCHITECT IF EVER IN DOUBT REGARDING DRAWINGS OR SPECIFICATIONS THESE DRAWINGS ARE ISSUED FOR PRELIMINARY INFORMATION ONLY NOT FOR CONSTRUCTION PROJECT DRAWING TITLE AMENDMENT DATE SCALE ISSUE $\overline{}$ AS SHOWN DRAFT BY: RF ARCHITECTURAL COVERSHEET Mt Tumbarumba Aventure Park P4 ISSUED FOR STRUCTURAL DESIGN 02.09.24 0 A ISSUED FOR DA 18.09.24 CLIENT CHECKED BY RF В ISSUED FOR DA 22.09.24 Cycle Tumbarumba C ADDRESS PROJECT ID REVISION Ph: +61 411 981 094 Trail Head, Power St, Tumbarumba 23131_TOILETS В ocument Set ID: 3330082

Version: 1, Version Date: 01/10/2024

11.4 CYCLE TUMBARUMBA - LICENCE AGREEMENT FOR NEW TOILET FACILITY IN COUNCIL ROAD RESERVE - POWER STREET TUMBARUMBA - ATTACHMENTS Page 86

AL:

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FCL: FFL: FT: FW: GPO: GR: HR: HWU:

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U/S:

VB:

VC: WC:

WT:

ASPH:

REFERENCED DOCUMENTS (INC' AUSTRALIAN STANDARDS)

AUSTRALIAN STANDAROB & OTHER RELEVANT DOCUMENTS APPLICABLE TO THIS PROJECT ARE THOSE REFERENCED IN SCHEDULE 2 OF NC2 2022 VOLUME 1, REFERENCED DOCUMENTS, TOGETHER WITH NOW SPECIFIC REFERENCED DOCUMENTS (NSW TABLE (1)), AND OTHER CURRENT EDITION STANDARDS RELEVANT FOR EACH TRADE. REFER GENERAL SPECIFICATION.

OTHER RELEVANT DOCUMENTS

- THESE ARCHITECTURAL DRAWINGS SHOULD BE READ IN CONJUNCTION WITH OTHER RELEVANT CONSULTANT DRAWINGS AND DOCUMENTS, INCLUDING, BUT NOT LIMTED TO;
- STRUCTURAL ENGINEERING DESIGN SJL CONSULTANTING ENGINEERS/ CRESCO AUSTRALIA
 - DA 023/0151, INCLUDING APPROVED DRAWINGS, FOR TRAIL HEAD SHELTER

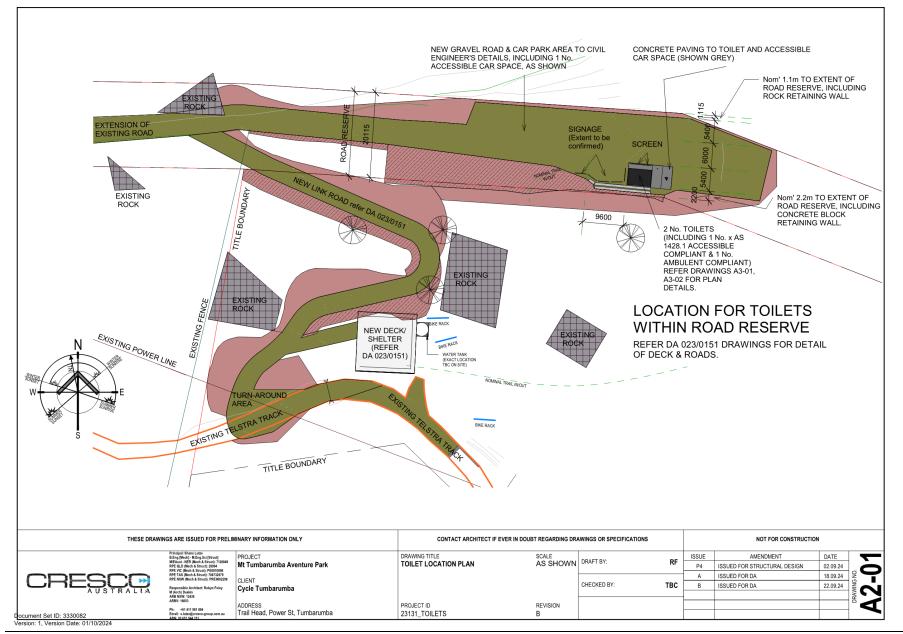
GENERAL NOTES

- 1. DO NOT SCALE DRAWINGS. USE WRITTEN DIMENSIONS ONLY. BRING TO THE ATTENTION
- OF SUL CRESCO AUSTRALIA ANY DISCREPANCIES. 2. THE BUILDER. SUBCONTRACTOR SHALL VERIFY ALL DIMENSION, LEVELS, SETBACKS AND SPECIFICATIONS PRIOR TO COMMENCING ANY WORKS OR ORDERING MATERIALS AND SHALL BE RESPONSIBLE FOR ENSURING THAT ALL BUILDING WORKS CONFORM TO THAN NATIONAL CONSTRUCTION CODE, CURRENT RELEVANT EDITIONS OF THE AUSTRALIAN STANDARDS, BUILDING REGULATIONS, LOCAL BY-LAWS AND DEVELOPMENT APPROVAL REQUIREMENTS REPORT ANY DISCREPANCIES TO THIS OFFICE FOR CLARIFICATION
- Builder is REPONSIBLE FOR, AND ROTECTION OF, EXISTING STORMWATER AND OTHER
 IN-GROUND SERVICES (INLCUDING PIPES AND CABLES). CONFIRM LOCATION OR
 EXISTANCE WITH DIAL BEFORE YOU DIG AT www.1100.com.au
- ALL AREAS TO BE MADE GOOD WHERE DISTURBED BY NEW WORKS.
 STORMWATER SHALL BE TAKEN TO LEGAL POINT OF DISCHARGE TO THE SATISFACTION OF THE RELEVANT AUTHORITY.
- FOOTINGS SHALL NOT ENCROACH TITLE BOUNDARIES OR EASEMENT LINES.
- ALL EXTERNAL STEELWORK SHALL BE HOT DIPPED GALVANISED FINISH.
 FLOORS IN WET AREAS TO BE GRADED TO OUTSIDE TO PERMIT DRAINAGE OF WATER.
- FLOORS IN WET AREAS TO BE GRADED TO OUTSIDE TO PERMIT DRAINAGE OF WATER.
 ACCESSIBLE UNISES SANITARY FACILITES SHALL FULLY COMPLY WITH AS 1428.1-2009. THE FLOOR SHALL BE SELF DRAINING TO OUTSIDE AT GRADE BETWEEN 1 in 80 and 1 in
- 100. 10. THE FORCE TO OPERATE DOORS WITHIN AN ACCESSIBLE PATH OF TRAVEL MUST NOT EXCEED 20N.
- Th DORWAYS WITHIN AN ACCESSIBLE PATH OF TRAVEL SHALL HAVE A MINIMUM LUMINANCE CONTRAST OF 30% BETWEEN 2 OF THE FOLLOWING, (THE MINIMUM WIDTH OF THE AREA OF LUMINANCE CONTRAST SHALL BE Somm): (a) DOOR LEAF & DOOR JAMB, (b) DOOR LEAF & ADJACENT WALL. OR (e) DOOR JAMB & ADJACENT WALL.
- 12. THE CLEAR OPENING & CIRCULATION SPACES AT DOORWAYS ON A CONTINUOUS ACCESSIBLE PATH OF TRAVEL SHALL COMPLY WITH SECTION 13 OF AS 1428.1.
- 13. A CONTINUOUS ACCESSIBLE PATH OF TRAVEL & ANY CIRCULATION SPACES SHALL HAVE A SUP-RESISTANT SURFACE. WHEN A VERTICAL CHANGE OF NOT MORE THAN 5mm OCCURS BETWEEN THE ABUTMENT OF 2 SURFACES ALONG THE PATH OF TRAVEL, SUCH CHANGE SHALL COMPLY WITH CLAUSE 7.2 OF AS 1428.1.
- 14. THE DOOR TO A FULLY ENCLOSED SANITARY COMPARTMENT MUST OPEN OUTWARDS OR SLIDE OR BE READLY REMOVABLE FROM THE OUTSIDE OF THE SANITARY COMPARTMENT, UNLESS THERE IS A CLEAR SPACE OF AT LEAST 1.2 METRE BETWEEN THE CLOSET PAN & THE DOORWAY.
- THE BUILDER SHALL PROVIDE ADDITIONAL SUPPORTS IN THE WALL FRAMING TO FACILITATE THE INSTALLATION OF ALL REQUIRED SANITARY FIXTURES, SANITARY HARDWARE, SHELVING, GRABRAILS, HANDRAILS, & ANY OTHER ANCILLARY ARCHITECTURAL ITEMS.
- 16. THESE NOTES ARE NEITHER EXHAUSTUVE NOR A SUBSTITUTE FOR REGULATIONS, STATUTORY REQUIREMENS, BUILDING PRACTICE OT CONTRACUTUAL OBLIGATIONS AND UNLESS EXPRESSLY STATED OTHERWISE, ARE PROVIDED ONLY AS GUIDELINES.

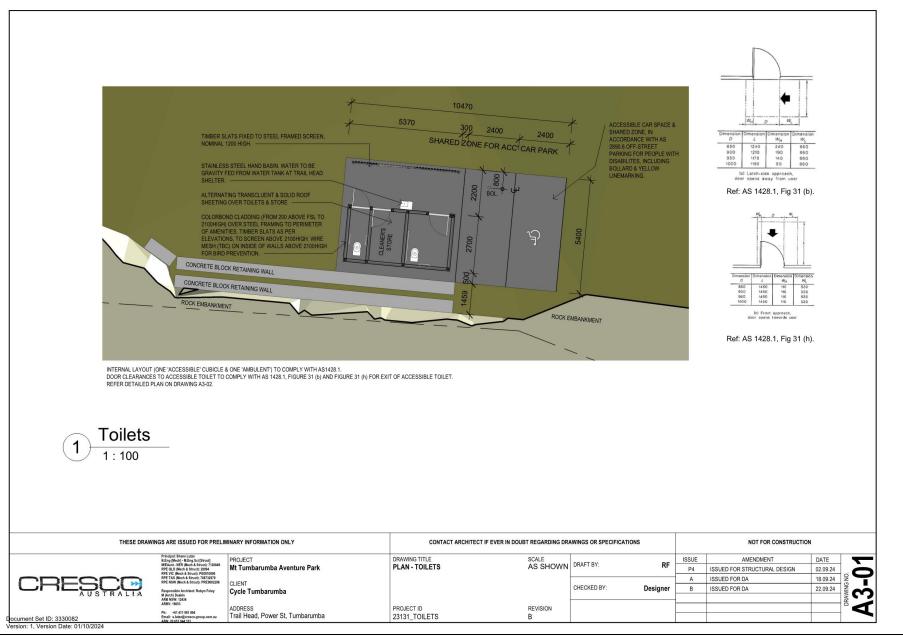
- GENERAL ABBREVIATIONS
 - ALUMINIUM ASPHALT
 - BASIN 1300HIGH CONCRETE FILLED BOLLARD
 - COMBINED DOWNPIPE & DRAINAGE OUTLET
 - COMPRESSED FIBRE CEMENT
 - CEILING LEVEL COLUMN TO STRUCTURAL ENGINEER'S DETAIL
 - CONCRETE
 - CUPBOARD
 - DOWNPIPE
 - DRAWER EXPANSION JOINT
 - FIXED FINISHED CEILING LEVEL
 - FINISHED FLOOR LEVEL
 - FLOOR TILE FLOOR WASTE
 - GENERAL POWER OUTLET
 - GRAB RAIL HANDRAIL
 - HOT WATER UNIT
 - MIRROR WITH ALUMINIUM PERIMETER FRAME
 - MILD STEEL NATURAL GROUND LEVEL
 - OVERFLOW
 - PAINT FINISH
 - REDUCED LEVEL
 - RAINWATER HEAD RAINWATER PIPE (OVERFLOW)
 - SINK
 - SHELF ADJUSTABLE
 - SATIN CHROME PLATED SHELF FIXED
 - STAINLESS STEEL UNDERSIDE
 - VANITY BENCH
 - VINYL COVE SKIRTING WATER CLOSET
 - WALL TILE

	THESE DRAWINGS ARE ISSUED FOR PRELIMINARY INFORMATION ONLY			CONTACT ARCHITECT IF EVER IN DOUBT REGARDING DRAWINGS OR SPECIFICATIONS				NOT FOR CONSTRUCTION			
		MEAust - NER (Mech & Struct): 7120849 RPE QLD (Mech & Struct): 28934 RPE VIC (Mech & Struct): PE0010095	PROJECT Mt Tumbarumba Aventure Park	DRAWING TITLE NOTES	SCALE AS SHOWN	DRAFT BY:	RF	ISSUE P4	AMENDMENT ISSUED FOR STRUCTURAL DESIGN	DATE 02.09.24	5
		RPE TAS (Nech & Struct): 708732979 RPE NSW (Nech & Struct): PRE0002238 Responsible Architect: Robyn Foley M (Arch) Deakin ARB NSW: 12436	CLIENT Cycle Tumbarumba			CHECKED BY:	RF	B	ISSUED FOR DA	18.09.24 22.09.24	
[ocument Set ID: 3330082	ARBV: 16053 Ph: +61 411 981 094 Email: s.lutze@cresco-group.com.au	ADDRESS Trail Head, Power St, Tumbarumba	PROJECT ID 23131_TOILETS	REVISION B						

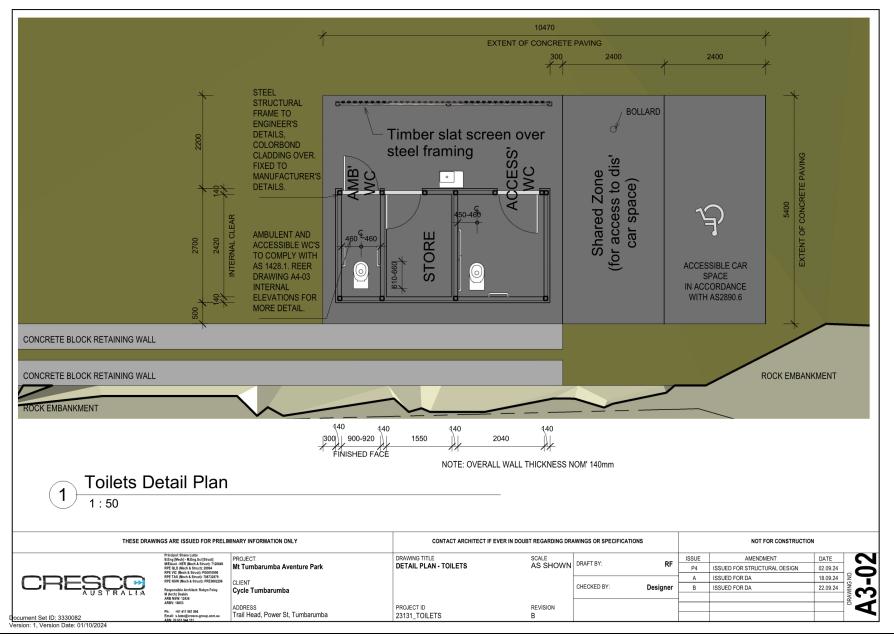
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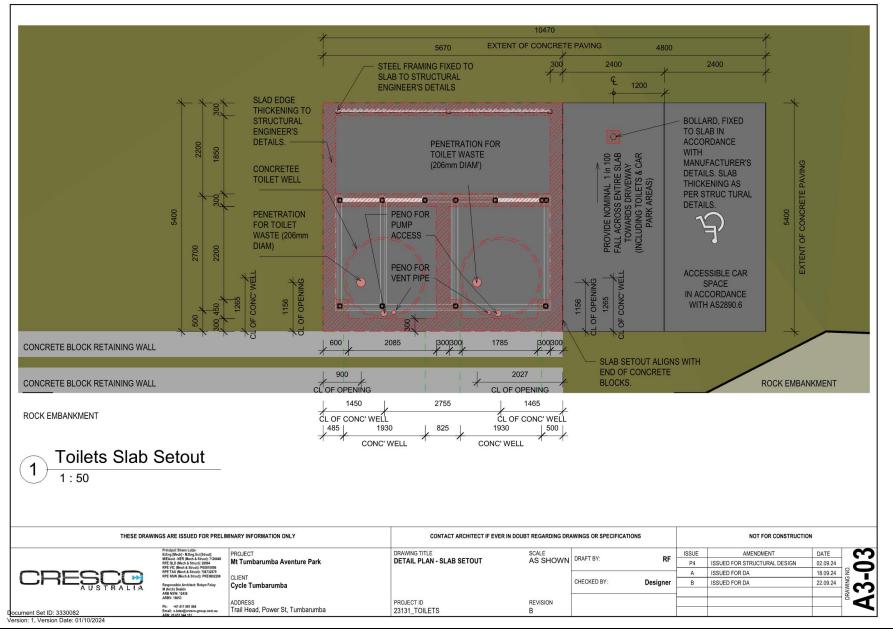
11.4 CYCLE TUMBARUMBA - LICENCE AGREEMENT FOR NEW TOILET FACILITY IN COUNCIL ROAD RESERVE - POWER STREET TUMBARUMBA - ATTACHMENTS Page 88



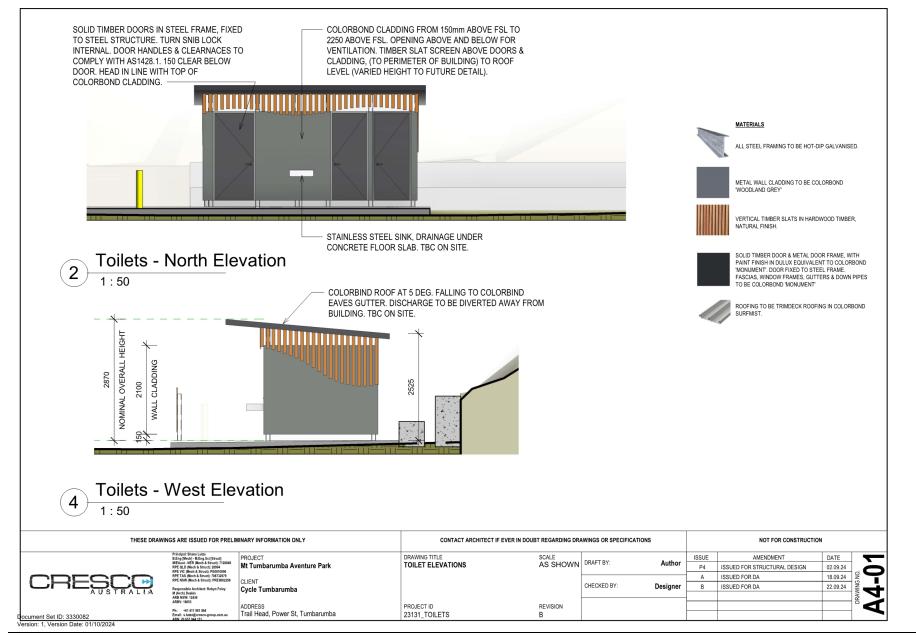
11.4 CYCLE TUMBARUMBA - LICENCE AGREEMENT FOR NEW TOILET FACILITY IN COUNCIL ROAD RESERVE - POWER STREET TUMBARUMBA - ATTACHMENTS Page 89



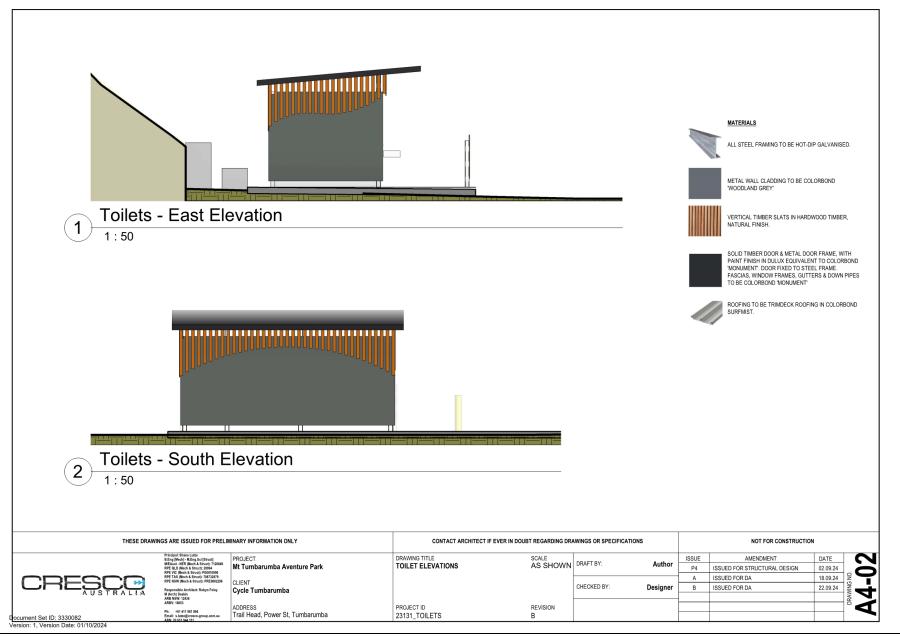
11.4 CYCLE TUMBARUMBA - LICENCE AGREEMENT FOR NEW TOILET FACILITY IN COUNCIL ROAD RESERVE - POWER STREET TUMBARUMBA - ATTACHMENTS Page 90



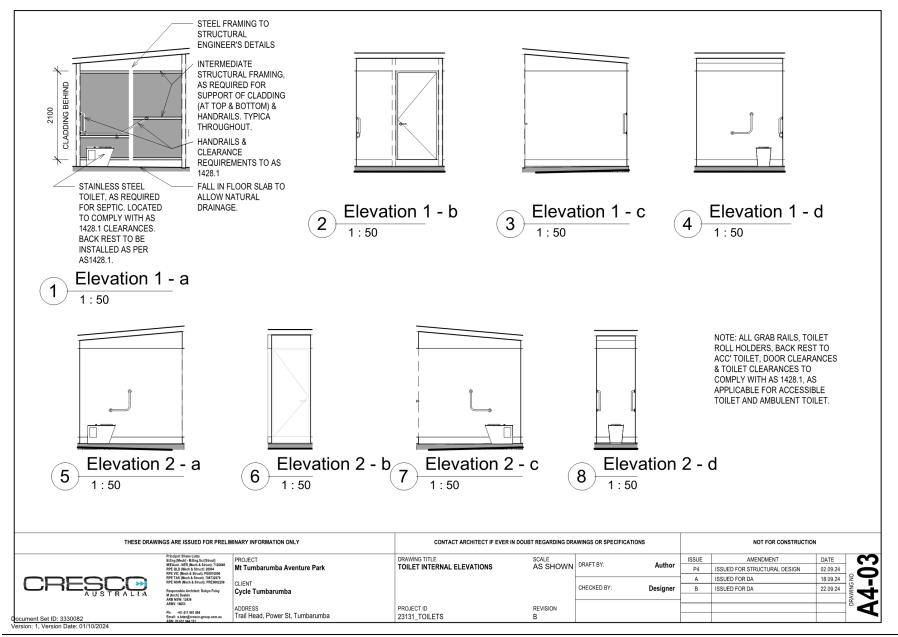
11.4 CYCLE TUMBARUMBA - LICENCE AGREEMENT FOR NEW TOILET FACILITY IN COUNCIL ROAD RESERVE - POWER STREET TUMBARUMBA - ATTACHMENTS Page 91



11.4 CYCLE TUMBARUMBA - LICENCE AGREEMENT FOR NEW TOILET FACILITY IN COUNCIL ROAD RESERVE - POWER STREET TUMBARUMBA - ATTACHMENTS Page 92



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