

EXPRESSION OF INTEREST

Ballina Surf Club Café and Kiosk



Opportunity to Lease

Café and Kiosk

July 2013
Amended 31 July 2013

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1. Introduction

Ballina Shire Council ("Council") is Reserve Trust Manager for the Ballina Coastal Reserve (R1010068). A new surf club building is under construction on this Reserve with a planned completion date for mid July 2013. The building is generally referred to as the Ballina Surf Club. The Ballina Surf Club is constructed over two levels on the foreshore or beachfront of Lighthouse Beach at East Ballina. The layout of the building is generally as follows:

- Ground floor housing the Ballina Lighthouse and Lismore Surf Lifesaving Club ("BLLSLSC"). This level also includes a kiosk.
- First floor comprising a cafe, function / meeting rooms and members' gym.

Council is seeking expressions of interest (EOI's) from experienced operators to sub-lease the following areas:

1. Ground floor kiosk and first floor cafe; or
2. First floor café only

Proponents may lodge proposals to sub-lease:

- a. Both areas; or the
- b. First floor café only.

If a proponent wishes to lodge an EOI for both areas, then their proposal must provide individual rentals for each area proposed to be leased (ie café and/or café and kiosk), terms and conditions lodged for each area as set out in this document and Attachments A and B. Prospective proponents must be able to demonstrate the manner in which they will work with Council and the BLLSLC on a collaborative basis to ensure the kiosk adequately serves the needs of the BLLSLC and broader community.

Council has oversight for the entire building and direct day to day management of the function / meeting rooms on the first floor. The function / meeting rooms can be partitioned into two areas, both of which are available for casual hire by contacting Council's Facilities Management Team. The function / meeting rooms adjoin the café, separated by an acoustic bi-fold door. The café will be able to book these rooms to run functions however bookings will be on the same terms and conditions as any other hirer from Council. No preference will be provided to the café / kiosk operator.

This is an ideal opportunity for an experienced operator to secure a long term sub-lease, or sub-leases, for what is an iconic landmark beachfront building.

The contact person for this EOI to answer queries or to arrange an inspection of the building is:

Paul Tsikleas Manager Commercial Services
Phone 02) 6686 1200
Mobile 0458 276362
Email pault@ballina.nsw.gov.au

2. Project Overview

On 26 April, 2012 development consent was granted to DA 2011/540 for the construction of a new two level surf club building at Lighthouse Beach East Ballina, being stage one of a three stage development. A location plan is contained on the following page. The three stages of development are summarised as follows:

Stage 1 (DA 2011/540)

Comprises new two level surf club building and is noted as “Building A” on the plan contained on the following pages.

Stage 2 (DA 2011/541)

Development consent was granted on 18 June, 2013 for this stage which will comprise a storage building (“Building B”), public car park, providing approximately 75 car spaces and ancillary landscaping. It is expected that construction works for this stage will commence late 2013.

Stage 3 (DA 2010/074)

Development consent granted 1 July, 2010, for the realignment of Compton Drive. Road construction works are expected to commence in late July 2013.

Stage 1, “Building A” is nearing completion and due for occupation by the BLLSLSC in July 2013, and will comprise the following accommodation:

Ground Floor

- Foyer and club office
- Members’ training and club room
- Patrol room and nippers’ room
- Kiosk
- First aid room
- Male and female amenities
- Club store room and public toilets

First Floor

- Foyer
- Café and ancillary balcony area
- Function / meeting rooms, ancillary balcony area and store room (the function / meeting rooms can be partitioned into two rooms with bi-fold doors)
- BLLSLSC Members’ gym and male and female amenities

The first floor has its own access off the pedestrian pathway and cycleway track that runs around Lighthouse Hill Headland. An internal stairway and limited access lift provides access between the two levels of the building. Selected building plans are contained in Attachment One. A development application is currently being prepared to enable the café to be used for commercial purposes.



View from café balcony



View from café balcony



Ground floor kiosk



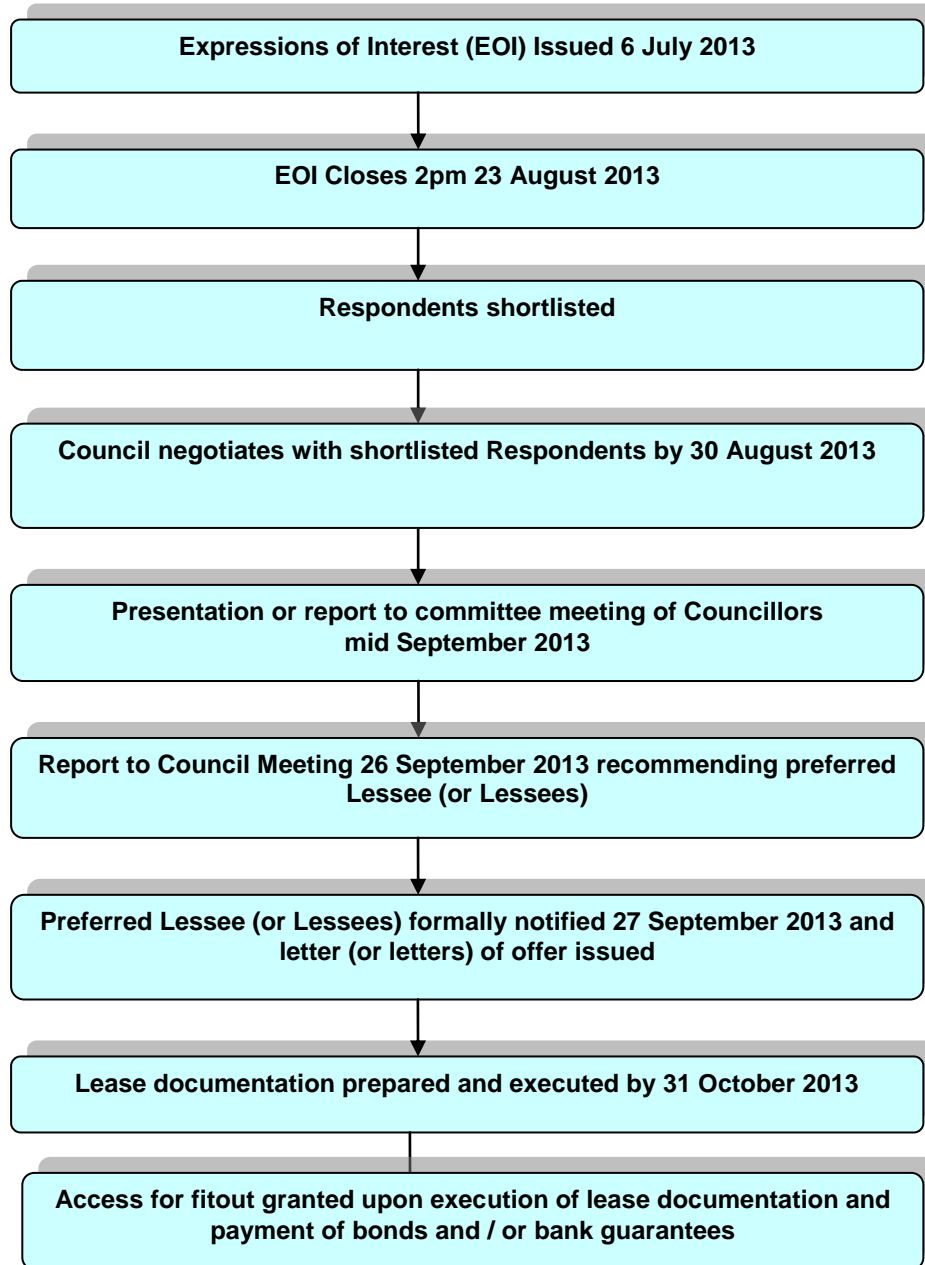
View of building from road



First floor café & balcony

3. Timeline

The timeline for the EOI to sub-lease is as detailed below. Council reserves the right to amend or alter the timelines at its absolute discretion.



4. Areas Available for Lease

4.1. Overview of EOI and Selection Process

Two areas in the Ballina Surf Club building form the subject of this EOI and are offered for lease. Proponents are invited to submit proposed lease terms and conditions for these areas that will form the basis of negotiations. The areas offered for lease are:

- a. First Floor Café
- b. Ground Floor Kiosk

Proponents may either lodge proposals to lease:

- a. Both areas; or
- b. First Floor Café only

Proposals will be reviewed and shortlisted by Council. Negotiations will then be undertaken with those proponents. Shortlisted proponents may need to make a presentation to the elected Council outlining their proposal. Council reserves the right to reject any or all EOI proposals for either or both areas available for lease and revisit the selection and appointment process.

4.2. Business Plan and Proponent Profile

It is mandatory that prospective proponents include the following information in their proposal:

- a. Business plan and concept for the café and kiosk (if applicable) including cuisine theme, target markets, opening days and hours, etc.
- b. Concept plan for café and kiosk including layout concept plans and general detail in regards to colours, finishes, lighting styles etc.
- c. CV of proponent or proponents including:
 - Demonstrated hospitality industry experience; a minimum of five years experience in owning or managing cafés or restaurants is required. Proponents must also include details on previous businesses, standards achieved, etc.
 - Demonstrated financial capacity to fund fitout works.
 - Two references from industry related referees.
 - Two references attesting to the financial capacity of the proponent or proponents.
 - Statement of proponent's or proponents' assets and liabilities.

A more comprehensive criteria evaluation list is set out in Section Six.

If the preferred proponent does not wish to operate the kiosk, the facility will be licensed to the BLLSLSC. The BLLSLSC has advised that their preference is to maximise revenues from the kiosk, if available, and before any documentation is finalised agreement will need to be reached between Council, the preferred proponent and the BLLSLSC to clarify the operating conditions for both the café and the kiosk. This will involve direct negotiations between the preferred proponent and the BLLSLSC.

To avoid future operational issues the preference of Council is to appoint the preferred proponent to operate both the café and kiosk.

While Council will be directly managing the function / meeting rooms adjoining the café this facility is available for hire by the café operator if they wish to run functions or provide additional floor space for the café in peak periods. The function / meeting rooms do not have a kitchen and the café operator will not be expected to make their kitchen facilities available to third parties seeking to hire the function / meeting rooms.

The café operator will not have preference over other bookings for the function / meeting rooms and bookings must be made through Council on a first in basis. A schedule of the function / meeting room hiring rate is available on Council's website as part of Council's adopted fees and charges for 2013/14.

4.3. First Floor Café

4.3.1 Description

This tenancy enjoys uninterrupted panoramic ocean views and comprises the following approximate lettable areas:

Café & kitchen area	152 m ²
Eastern balcony (available for dining)	62 m ²
Southern balcony provides access for window cleaning	8 m ²
Total area	<hr/> 222 m ² <hr/>

This area is highlighted in pink on the plan on Page 11.

The following services are connected to the café tenancy:

1. Electricity; separately metered
2. Water; 25mm cold water service separately metered
3. Hot water; 20mm service.
4. Grease trap; 1,500 litre capacity
5. Gas; 40mm line running from gas bottle enclosure. Tenant is responsible for procuring bottled gas supply.

The tenancy is offered for lease in a "shell form". The successful proponent will be required to undertake all fitout works, at their own cost, including, as a minimum, the following works:

- a. Floor coverings and finishes
- b. Wall linings and internal partition walls

- c. Painting
- d. Install ceiling
- e. Air-conditioning

The building has been designed to accommodate a ducted split system; Temperzone or equivalent. Refrigerant pipe work and electrical cabling runs from the plant room to this tenancy. The tenant will be responsible for installing all other equipment including air-conditioning units, ductwork, switchgear, controls etc.

- f. Lighting
- g. Extraction ductworks and fans to kitchen

A services information package in electronic format will be made available for prospective proponents upon request. The proponent will be required to gain all necessary approvals to undertake the fitout works. Prior to making any applications the proponent must gain the Council's approval to their proposed fitout theme and design.

4.3.2 Lease Terms and Conditions

Council is seeking proposals from prospective proponents to lease this tenancy (cafe). It is mandatory that proponents complete the documents contained in ATTACHMENT A and return them along with their EOI submission. The terms and conditions contained in those documents will form the basis of negotiations between Council and prospective proponents. ATTACHMENT A is separate to this document but forms part of the suite of documents that make up this EOI

A draft lease and disclosure statement will be available to prospective proponents upon request.

Lease Term	Council is offering a 5+5+5 year lease term.	
Rental	Open to offers	
Rental Reviews	Annual CPI rent reviews. Review to market upon exercise of option to renew lease.	
Property Outgoings	Lessee to pay:	
	➤	Proportion of Council rates and insurance
	➤	Water consumption.
	➤	Electricity consumption.
	➤	Gas supply and consumption.

	➤	Contribution to common area cleaning of first floor areas including entry external entrance foyer, hallway and toilets.
	➤	Toilet consumables
	➤	Cleaning of external balconies and glazing to café area.
	➤	Servicing and cleaning of grease trap.
	➤	Garbage and waste removal.
	➤	Tenancy specific security
	➤	Contribution to common area security.
Fitout Works		At lessee's cost.
Liquor Licensing		Lessee to procure at their cost.

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NOTES

CONFORM DIMENSION ON SITE.
 ALL DIMENSIONS ARE IN METERS UNLESS OTHERWISE STATED.
 DIMENSIONS TO FACE UNLESS OTHERWISE STATED.
 DIMENSIONS TO CENTERLINE UNLESS OTHERWISE STATED.

REVISION

NO. DATE BY

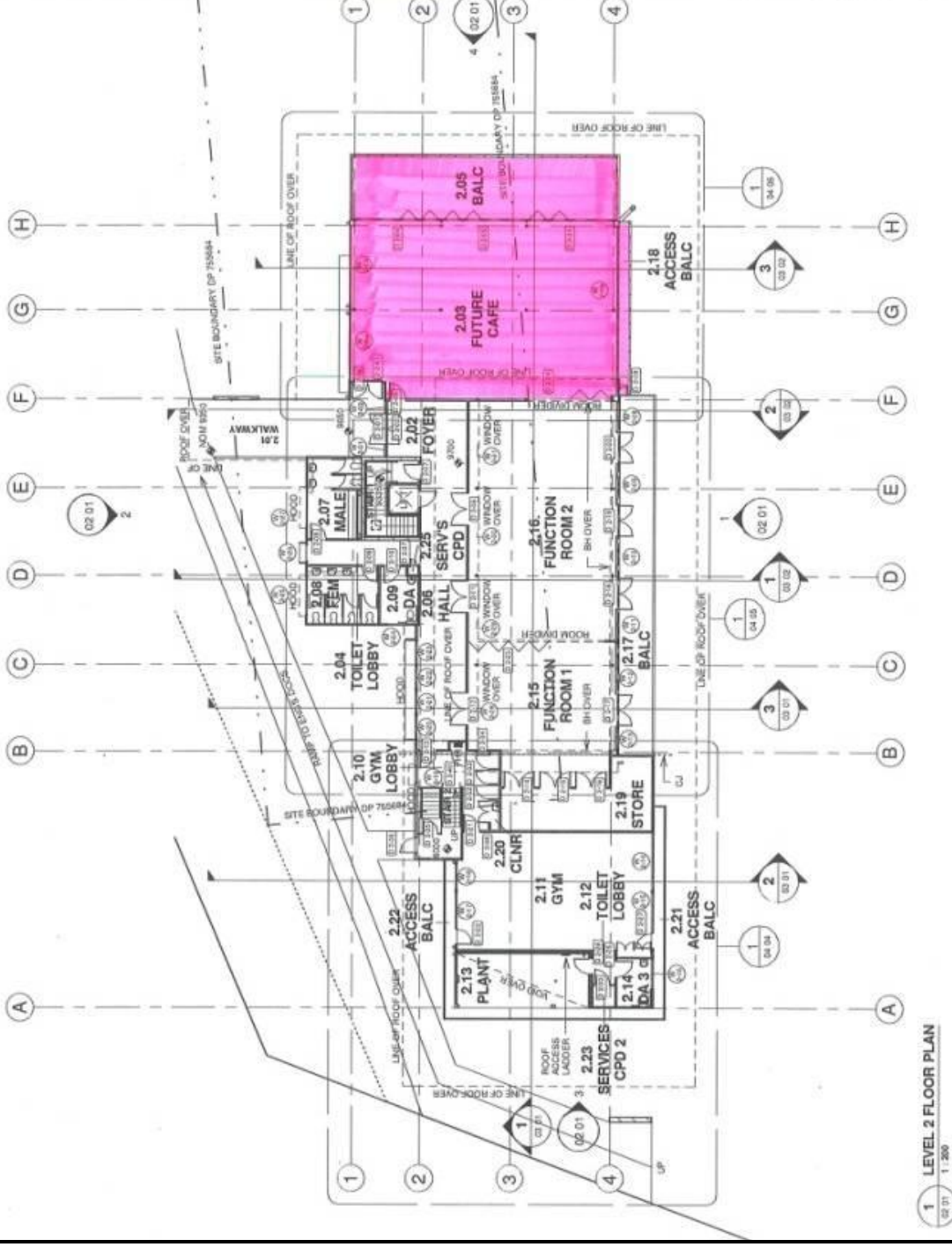


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PROJECT I/O
BL & LSC NEW CLUB

LOT 379 DP 7556684
 DRAWING I/O
LEVEL 2 FLOOR PLAN

JOB NUMBER: 27074
 DRAWN BY: MB
 DATE: MAR 2012
 SCALE @ AS: 1:200
 DATE: 2012
 DRAWING NUMBER / REVISION: CC 01 04 E



1 LEVEL 2 FLOOR PLAN
 1:200

4.4. Ground Floor Kiosk

4.4.1 Description

This tenancy is located on the ground floor and has been designed to service the needs of BLLSLSC members. This tenancy is highlighted in yellow on the plan on Page 14.

Fitout details and fittings pertaining to this tenancy are noted as follows:

- Area; approximately 16m² (subject to survey)
- Vinyl covered concrete floor
- Floor waste
- Painted concrete block walls
- Painted plasterboard ceiling
- Ceiling mounted fluorescent lights
- Five x double GPOs
- Stainless steel serving counter with shelving beneath
- One x floor mounted cupboard
- Two x wall mounted cupboards
- Double bowl stainless steel sink
- Single bowl stainless steel sink
- Hot and cold running water

A services information package in electronic format will be made available for prospective proponents upon request. The proponent will be required to gain all necessary approvals to undertake any additional fitout works.

4.4.2 Lease Terms and Conditions

Council is seeking proposals from prospective proponents to operate this tenancy (kiosk) in conjunction with the first floor cafe. These premises are not available for lease individually to any party other than to BLLSLSC. It is mandatory that proponents complete the documents contained in ATTACHMENT A and ATTACHMENT B and return them along with their EOI submission. The terms and conditions contained in those documents will form the basis of negotiations between Council and prospective proponents. ATTACHMENT A and ATTACHMENT B are separate to this document but forms part of the suite of documents that make up this EOI

A draft lease and disclosure statement will be available to prospective proponents upon request.

Lease Term	Council is offering a 5+5+5 year lease term.	
Rental	Open to offers	
Rental Reviews	Annual CPI rent reviews. Review to market upon exercise of option to renew lease.	
Property Outgoings	Lessee to pay:	
	➤	Proportion of Council rates and insurance
	➤	Water consumption
	➤	Electricity consumption
	➤	Gas supply and consumption
	➤	Garbage and waste removal
	➤	Tenancy specific security
	➤	Contribution to common area security
Additional Fitout Works	At lessee's cost	

4.4.3 Kiosk Operating Times

The BLLSLSC advises their preferred operating periods and times are as follows:

- Surf Club Season – Dates may vary from year to year but generally commences in the first week of October and runs through to the weekend after Anzac Day (end of April).
- Opening days and trading hours - Open every weekend during the surf club season including public holidays from 9.00am until 3.00pm. Obviously if it is good weather and the crowds are still on the beach it would be up to the operator to determine whether it is profitable to remain open. The Club patrols on Christmas Day however they understand that it would be at the discretion of the operator to open on this day.
- Surf carnivals and special events – BLLSLSC would liaise with the operator in regards to events scheduled and expected opening hours on such days.
- Adverse weather conditions - On days when the beach is closed due to adverse surf and weather conditions opening times would be at the discretion of the operator.

Prospective proponents for the café and kiosk must be able to demonstrate the manner in which they will work with Council and the BLLSLSC on a collaborative basis to ensure the kiosk adequately serves the needs of the BLLSLSC and the broader community.

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NOTES
 1. ALL WORK SHALL BE IN ACCORDANCE WITH THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) 101, LIFE SAFETY CODE, AND ALL APPLICABLE LOCAL AND STATE REGULATIONS.
 2. ALL WORK SHALL BE IN ACCORDANCE WITH THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) 101, LIFE SAFETY CODE, AND ALL APPLICABLE LOCAL AND STATE REGULATIONS.
 3. ALL WORK SHALL BE IN ACCORDANCE WITH THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) 101, LIFE SAFETY CODE, AND ALL APPLICABLE LOCAL AND STATE REGULATIONS.

REVISION
 1. REVISED CO. APPLICATION 08/09/18



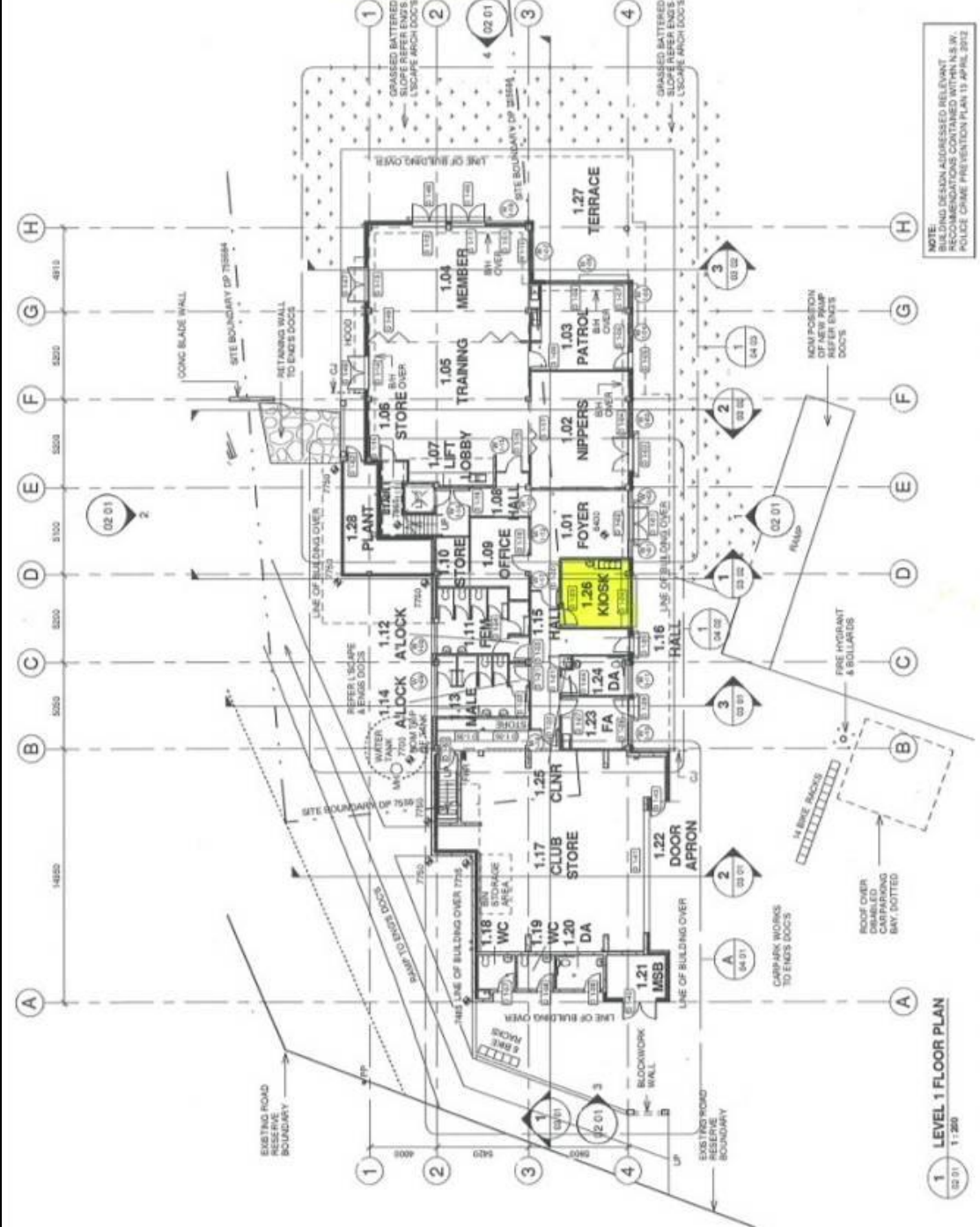
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PROJECT FILE
BL & LSC NEW CLUB

LOT 379 DP 7556684
 DRAWING NO.
LEVEL 1 FLOOR PLAN

JOB NUMBER 27079
 DRAWN BY MB
 DATE MAR 2012
 SCALE @ AS 1:200
 SHEET 2 OF 4

CC 01 03 E



NOTE:
 BUILDING DESIGN ADDRESSED RELEVANT RECOMMENDATIONS CONTAINED WITHIN N.S.W. POLICE CRIME PREVENTION PLAN 13 APRIL 2012

1 LEVEL 1 FLOOR PLAN
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5. Overview of Ballina Shire

Ballina Shire is located on the Far North Coast of New South Wales, approximately 770 kilometres north of Sydney and 210 kilometres south of Brisbane. The Shire covers an area of 484 square kilometres and features approximately 32 kilometres of white sandy beaches and prominent headlands. The Shire's population as at 2010 was in excess of 40,000.

Ballina Shire has been identified as an emerging regional centre by the NSW State Government and with Tweed Shire Council will cater for the majority of the residential population growth on the Far North Coast of NSW for the next 20 years.

Ballina Shire's economy is underpinned by a mixture of industrial and commercial activity. Major industry sectors include retail, tourism, property and business services, health and community services and education as well as a diverse range of agricultural industries producing beef, sugar, dairy products, tropical fruit, nuts, coffee, medicinal plants crops and commercial fishing.

Further information on Ballina Shire can be found at the following location:

http://www.ballina.nsw.gov.au/cp_content/resources/Ballina_Shire_EconomicProfile_September_2011.pdf

6. Evaluation Criteria for EOI

This EOI presents experienced restaurant and café operators with the opportunity to lease premises in a landmark beachfront building. Council is offering tenure over the café and kiosk by way of a five year lease with two x five year options. Council will evaluate submissions based upon the following criteria:

1. Rental.
2. The successful respondent will need to be able to demonstrate at least five years experience in managing, owning or operating a café or restaurant.
3. Innovative theme and style of fitout concept proposed for the café and kiosk, including commitment to energy efficient design and sustainability principles.
4. Proponents must be able to demonstrate their experience in bringing café and restaurant businesses to fruition.
5. The manner in which the proposed café fitout concept will complement the function / meeting rooms and generate benefits to the Ballina Surf Club.
6. Prospective proponents for the café and kiosk must be able to demonstrate the manner in which they could work with Council and the BLLSLC on a collaborative basis to ensure the kiosk adequately serves the needs of the BLLSLC and broader community.
7. Financial capacity of proponent to complete the café and kiosk fitouts and pay the rent negotiated.
8. A business plan that illustrates how the proponent will manage and market the café and kiosk.
9. A statement of Assets and Liabilities will be required in this regard.
10. The provision of two business references
11. The provision of a banking reference.
12. Proposed fitout concept plans and timeframes to undertake same.

7. Lodgement of EOI

7.1. Closing date

Each respondent must lodge its proposal on or before the closing date of 2.00pm, Friday 23 August 2013.

7.2. Methods for lodgement

Responses to this EOI can be:

- placed in the Tender Box located at the Council Offices, 40 Cherry Street Ballina NSW not later than 2:00 pm on the stated closing date, or
- posted (to PO Box 450 Ballina NSW 2478) so that it is received not later than the stated closing time.

Where an EOI is submitted in hardcopy the EOI shall be enclosed in a sealed envelope prominently marked:

EOI - Opportunity to Lease – Ballina Surf Club
Respondent name
Strictly Private and Confidential

One original marked “original” and three copies (marked “Copy 1”, “Copy 2” and “Copy 3”) of the proposal must be provided. One copy must be unbound. Where an EOI comprises more than one envelope or package, each envelope or package must be marked as above and carry an indication of the number of envelopes or packages in total (i.e. “1 of 2”; “2 of 2” etc).

7.3. Late Submission of EOI

Council reserves the right to accept or reject late submissions at its absolute discretion.

8. General Terms and Conditions

8.1. Late Submission of EOI

Notwithstanding any statement or any other form of information, it will be assumed by Council that the submission complies in all respects to the EOI document except where expressly shown in the response documentation, which is clearly referred to and marked "Statement of Departures."

8.2. Incomplete Expressions of Interests

If the submission does not include all the information in the format required by the EOI or is incomplete in any way, it may be rejected.

8.3. Unauthorised Communication

Respondents are required to direct all communications through the contact person(s) named in the EOI documents, unless advised otherwise.

Canvassing of Councillors or Council staff in relation to this EOI will automatically disqualify a respondent.

8.4. Compliance with Conditions

By lodging a response to this EOI a respondent agrees, acknowledges, represents and warrants that it accepts the conditions outlined in this section. All respondents should note that the degree of compliance with the conditions of this EOI will be an important consideration in the process of evaluating proposals.

Council may, at its absolute discretion, reject proposals that do not comply with the requirements of this EOI.

8.5. Disclaimer

- (a) The process set out in this document is not a legal offer or a tender process and neither the EOI itself or any response to it will constitute a process contract. It is a competitive process solely for the benefit of identifying a respondent with whom Council might enter into further negotiations with respect to the redevelopment of the site. Council is not legally bound in any way to respondents and is not obliged to proceed any further with the process;
- (b) Council is not and will not be liable in any way to any respondent for anything including compensation, damages or costs as a result of anything to do with responding to this EOI. This limitation includes (without limitation) loss incurred or damage suffered as a result of Council's negligence.

- (c) Council shall not be liable to any respondent on the basis of any promissory estoppel, quantum meruit or any other contractual, quasi contractual or restitutionary grounds as a consequence of anything relating or incidental to a tenderer's participation in the EOI process or otherwise, including instances where:
1. A respondent is not selected or shortlisted
 2. Council varies or terminates the EOI or any negotiations with a respondent; or
 3. Council exercises, or fails to exercise any of its other rights under or in relation to this EOI
- (d) All information provided in or attached to this document is provided to the knowledge and belief of Council but no warranty or representation is made by Council or any of its representatives or consultants as to the accuracy of the information or as to any errors or omissions in or from the information. Respondents must rely on their own enquiries and information in deciding whether or not to respond to this EOI and if responding then as to the substance of the response.

8.6. Extension of Deadline for Lodgement

Council may, in its absolute discretion, extend the deadline for lodgement of EOI's by notice in the media and on Council's website or directly to prospective respondents.

8.7. Supporting material

Any or all respondents may be called upon at any time to provide additional information in writing or a presentation (at the respondent's cost) in support of their proposal. Any such information must be provided promptly to the Council if it is to be taken into consideration.

8.8. Costs Incurred in the Preparation of EOI's and Costs of Council

All costs and expenses incurred by a respondent or any person or organisation associated with the respondent by its involvement in this EOI and any further stage, will be borne solely by the respondent or that person or organisation. Council will not be liable directly, indirectly or by way of reimbursement to any respondent or any such person or organisation for any such costs or expenses, or for any costs or losses howsoever arising, including any costs or losses flowing from any act or omission by Council, its consultants, contractors, employees or agents in any way associated with this EOI, or from the respondent not progressing further in any subsequent process.

Respondents must be aware that in reaching an agreement with a successful respondent, it will be a requirement of Council that the successful respondent is to be responsible for all costs and expenses of Council in the preparation, negotiation and administration of the contract documents including all legal costs and expenses unless negotiations between Council and the successful respondent dictate otherwise.

8.9. Enquiries and Clarifications

Respondents may seek clarification of, or make any enquiry concerning the EOI or raise any actual or perceived discrepancy, error or omission in this EOI document in writing to Mr Paul Tsikleas not less than seven days prior to the deadline for lodgement of proposals.

Enquiries and Council's response will be provided to all prospective respondents, of which Council is aware, except where:

- (a) A respondent nominates in the enquiry that the enquiry relates to proprietary aspects of their proposal; or
- (b) Council is of the opinion that the enquiry and its response are not material to the integrity of the EOI process.

Where the respondent nominates that an enquiry relates to proprietary aspects of its proposal, and if Council is of the opinion that the enquiry is not proprietary in nature, it will advise the respondent, who will be given the option to withdraw the enquiry. If the respondent then reaffirms their request for a response to the enquiry then the enquiry and Council's response may be provided to all prospective respondents of whom Council is aware.

8.10. Addenda

Council reserves the right to change any part of this EOI document. All amendments to this EOI will be issued in the form of written addenda before the deadline for lodgement of proposals to all prospective respondents of which Council is aware. Such addenda will then become part of this EOI document.

8.11. Reserved Rights

In addition to any reserved rights set out elsewhere in this EOI document, Council reserves the right, in its absolute discretion and without assigning any reasons and without incurring any liability to a respondent or any consultant of a respondent, or member of a respondent consortia, to, amongst other things:

- (a) Not proceed with the EOI, the evaluation process, or any subsequent marketing of the site or redevelopment processes;
- (b) Suspend or vary the process, the EOI or any part of it for any duration including indefinitely;
- (c) Change the structure and timing of the EOI;
- (d) Vary or extend any time or date in this EOI for all or any respondent or other persons, at any time and for such period, as Council considers appropriate;
- (e) Terminate further participation in the EOI by any respondent for any reason, regardless of whether the respondent conforms with the requirements of the EOI;

- (f) Terminate any negotiations being conducted at any time with any respondent for any reason;
- (g) Require additional information or clarification from any respondent or anyone else or provide additional information or clarification;
- (h) Negotiate with any one or more respondent and allow any respondent to change its proposal;
- (i) Call for new proposals;
- (j) Accept or reject any proposal received after the EOI closing date and time;
- (k) Consider and accept or reject any proposal that does not comply with this EOI:
- (l) Proceed with the EOI, the evaluation process, or any subsequent marketing of the site or redevelopment processes, on a basis or on terms different to those described in this EOI document;
- (m) Modify any aspect of the EOI or any subsequent stage, including, without limitation, the objectives, required format of proposals or subsequent proposals, indicative timetable, or EOI evaluation process;
- (n) Postpone or delay the evaluation process or any subsequent stages or processes;
- (o) Replace or supersede the EOI process or any of the terms set out in this EOI document at any time with any other marketing and/or land allocation process, including by way of direct interaction which may lead to negotiations, select expressions of interest, call for detailed proposals or other tender processes;
- (p) Publish the names of some particular or all respondents and details of proposals;
- (q) Clarify or pursue proposals with one or more respondents at any time without prior notice to any other party ; and
- (r) Not consider further any respondent or proposal for the purposes of this EOI or the evaluation process or any subsequent stages or processes.

8.12. Waiver and Liability

By lodging a proposal the respondent will be taken to have acknowledged the following (without limiting the other waivers, disclaimers and qualifications provided elsewhere in this document):

- (a) This EOI is not a legal offer or a contract and the process it provides for is not a tender process nor is it, or can it be, a process contract. The EOI is not a process that will necessarily end in the identification of a preferred proposal or respondent. However, participation in subsequent negotiations arising out of this EOI may be restricted to a single respondent who participated in this EOI. Council is under no obligation, contractual or otherwise, in relation to any respondent, or otherwise legally bound in any way to respondents, or obliged in any way to proceed any further with the EOI or the evaluation process or any subsequent stages or processes;
- (b) Respondents acknowledge the qualifications and conditions set out in this document and are to comply with the provisions of this EOI document;

- (c) This EOI document and all statements made, and information made available in relation to it and the EOI, reflect Council's current intention only. The information and intentions set out in this EOI document may change at any time with limited notice. Respondents proceed with the EOI and subsequent proposals at their own risk;
- (d) Council has endeavoured to provide accurate information in this EOI document. However, no warranties or representations in that respect are given by Council. Council is not liable for any inaccuracies, omissions or ambiguities in, or implied by, any information in this document or in any other documents and information accompanying or referred to in this EOI document or subsequently made available by Council. Council is not liable in relation to any claim that the respondent or any other person was disadvantaged by a lack of information or because any information provided to it was ambiguous or inaccurate or incomplete;
- (e) Council is under no obligation to give reasons for any decision made or not made in relation to this EOI, including but not limited to those relating to any of the proposals received and the EOI evaluation process;
- (f) There is no legal or other relationship between any respondent and Council enforceable at the suit of the respondent arising from this EOI, this EOI document or any process, including any subsequent stages or processes, or the response to this EOI or to any subsequent stage or process arising out of this EOI or any correspondence exchanged or negotiations undertaken during this EOI or subsequent related stage or process outlined in it; and
- (g) The risk, responsibility and liability connected with reliance by a respondent or any other person on this EOI document, or any written or oral statements made to any respondent or any person in connection with this EOI is solely that of each respondent. Each respondent must make its own independent evaluation of this EOI document, and other documents or information accompanying or referred to in this document, and the nature and extent of the EOI and all other relevant matters. Each respondent is solely responsible for obtaining its own independent planning, financial, legal, accounting, engineering and other advice with respect to the contents of this EOI document and any other documents and information communicated or made available for inspection by the Council. Each respondent acts or relies on this information and these documents, and any written or oral statements made concerning the EOI, entirely at its own risk.

8.13. Intellectual Property Rights

Council is conscious of the need to protect the intellectual property of respondents. Where required, intellectual property protection will be addressed by the use of confidentiality agreements. By lodging a proposal the respondent will be taken to have acknowledged the following:

- (a) This EOI document comprises copyright vested in Council;
- (b) A respondent may copy or otherwise reproduce this EOI document for the purpose of preparing and submitting its proposal but not otherwise;
- (c) A proposal or subsequent proposal becomes the property of Council on submission, and will not be returned to the respondent;

- (d) Any intellectual property rights that are, at the time of lodgement of a proposal, specifically identified, clearly described and claimed as such by a respondent and exist as intellectual property in a proposal will remain the property of the respondent. Any element of a proposal considered by a respondent to carry any intellectual property rights must be clearly and specifically claimed as such by the respondent and the respondent must in each case specify the nature of the claimed intellectual property rights and how it arises. The mere claim of an intellectual property right does not make it so unless it is in fact the property of the respondent and is claimable intellectual property; and
- (e) Council may copy or reproduce, adapt, modify, disclose, use or do anything else necessary to, in Council's absolute discretion, the whole or any part of a proposal or any material (including that material which contains or comprises claimed intellectual property rights of the respondent, or other person) contained in proposals, for the purposes of this EOI or any subsequent stage or process arising out of this EOI, including the EOI evaluation process and any other activity for the purposes of determining and pursuing subsequent marketing and site allocation processes with respect to the site identified in the EOI document. Should a respondent object to the use of its proposal in this way, the objection should be raised in the respondent's proposal and this will be considered by Council, which reserves the right, in its absolute discretion, to reject or accept any objection or claim of intellectual property. Otherwise, any right to object to such use of the proposal or subsequent proposal (including on the basis of confidentiality, copyright or other intellectual property rights) will be treated as having been waived by lodgement of the proposal.

8.14. Confidentiality and Freedom of Information

Proposals and any other information provided by respondents (Information) are subject to the provisions of the Government Information (Public Access) Act 2009 (the Act). Respondents should note that the Act gives to members of the public rights of access to Council documents.

Information may be disclosed to third parties if there is a requirement to do so under the provisions of that Act or where Council or State Government policy or directives require disclosure e.g. any requirement to publish the results of a public call process or where information must be supplied to Government Ministers and their staff and to other government entities or to Parliament.

Any information that is commercially sensitive or confidential must be marked "commercial and confidential". This special notation must not be used unless the information is genuinely confidential. Marking Information as "commercial and confidential" will not necessarily prevent disclosure of the information in accordance with the Act or otherwise. Respondents must not advertise, promote or publish the participation, in any form, without the written consent of Council.

8.15. No Collusion

It is a requirement of law that respondents, including all consortium members forming the respondent entity, where applicable, and other persons participating in providing a proposal, must not engage in any improper commercial arrangements, collusive tendering or conduct, anti-competitive conduct or any other conduct which denies legitimate business opportunities to any other respondent or any other person involved in providing another proposal in relation to this EOI.

If Council determines that a respondent has, or the respondent is otherwise found to have, engaged in such conduct, the respondent's proposal will be excluded from further consideration in this EOI, the EOI evaluation process, and any subsequent stages or processes at the absolute discretion of Council.

8.16. Material Change in Circumstances

Each respondent is to promptly inform Mr Paul Tsikleas in writing of any material change to their financial capacity, technical capacity or corporate status or to any other information contained in the proposal following lodgement, and of any other material change in circumstances which may affect the truth, completeness, correctness or accuracy of any information provided in or in connection with the proposal. Council may also require respondents to confirm in writing that no such material changes have occurred.

8.17. Changes to Consortium Membership

If a respondent is comprised of more than one person, whether the consortium has been formed specifically for the proposal or not, then respondents will be evaluated on the basis of consortium structure and membership presented in the respondent's proposal.

If consortium members change, written notification of proposed changes to consortium structure or membership must be provided to Council as soon as possible.

If key consortium membership of a respondent changes after lodgement, supporting evidence must be provided to Council to demonstrate that the capability of the new consortium structure and membership, meets or exceeds the capability of the consortium structure, and membership presented in the respondent's proposal.

Council reserves the right to re-evaluate respondents on the basis of new or diminished consortium membership, and to withdraw a respondent on the basis of new or diminished consortium membership, if they do not demonstrate the capability to meet the evaluation or exceed the capability of the consortium structure and membership presented in the proposal.

Further conditions in relation to changes in consortium membership may be imposed by Council at any time at its absolute discretion.

8.18. Disclosure of Contract Information

Under the Act, Council is required to disclose details of contracts entered into with a value exceeding \$150,000. Generally "commercial in confidence" information is not required to be published.

Respondents may mark certain parts of their proposal as "Commercial in Confidence" however this must be minimal and reasons given as to why information should not be disclosed by Council should a contract be entered into as a result of this EOI. If there is any disagreement on this topic, the Chairperson of the State Contracts Control Board will be consulted, but the decision of Council will be determinative.

8.19. Reliance on Information

Council will rely on the information included in the responses to the EOI to determine a preferred proponent.

Should the EOI process lead to Council identifying a preferred proponent, that respondent will be requested to submit, prior to further negotiations:

- A declaration to the effect that no material changes have occurred to the information in the responses; or
- A statement clearly identifying all material changes to the information in the response/s.

When a respondent is comprised of more than one participant and the participants comprising the respondent change (for any reason) after the closing date and if Council (at its sole discretion) determines that these changes are material, it reserves the right to re-evaluate the respondent's responses and/or withdraw respondent's proposal from further consideration.

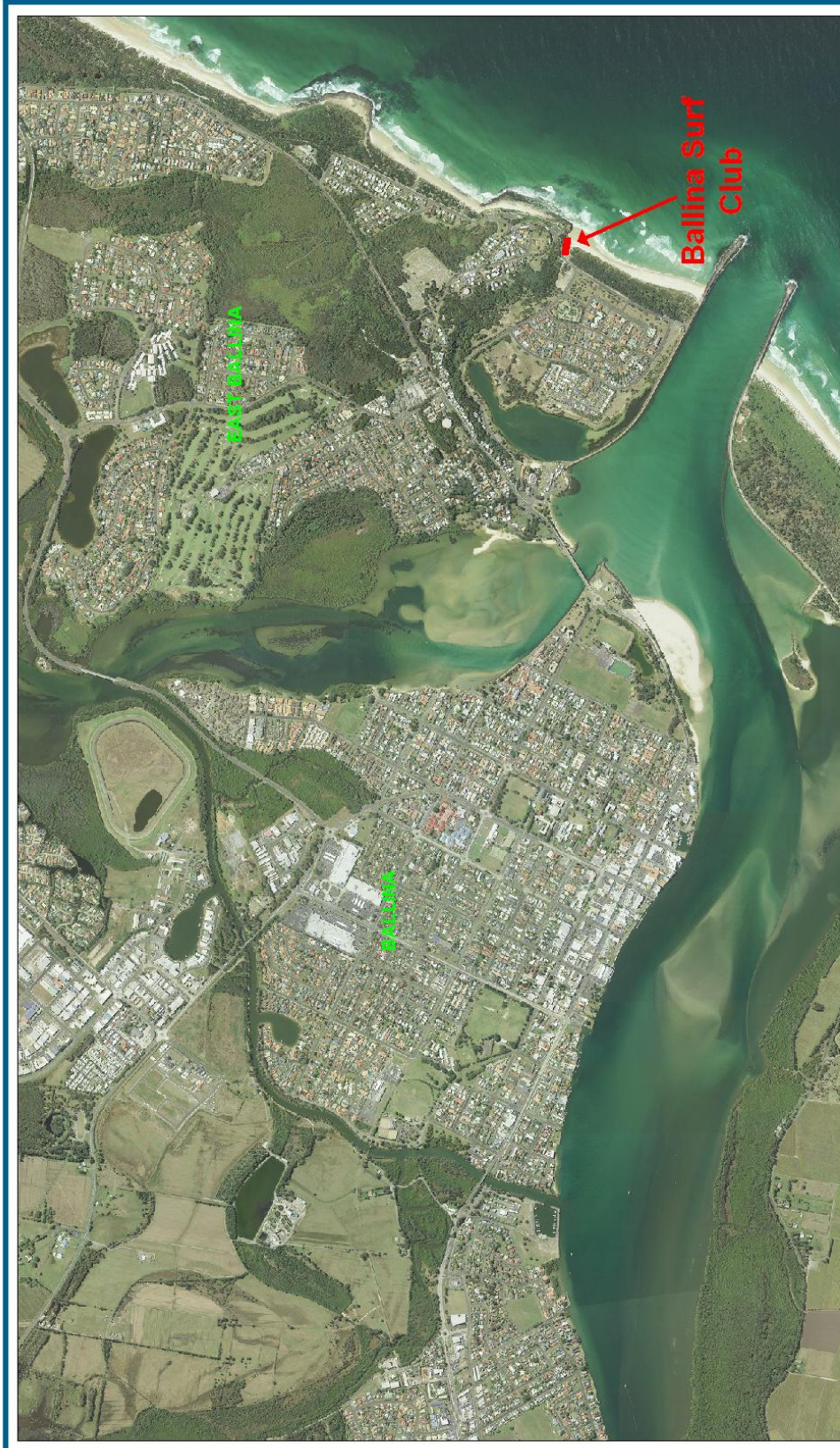
9. Statement of Business Ethics



Council's principles of business ethics establish obligations and standards of behaviour for contractors, suppliers and Council officers, in the conduct of the supply of a good/service to Council.

Our principles of business ethics are:

- Persons must conduct the procurement process with honesty and fairness; Council officers will ensure that prospective contractors and suppliers are afforded equal opportunity to tender/quote for all goods and services;
- Council officers will adhere to all aspects of the Procurement Policy in the matter of procurement including the procedures pertaining to the tendering process;
- Contractors/suppliers are not to canvass Councillors or staff in respect to gaining an advantage over other contractors/suppliers for the supply of a good/services to Council;
- Council officers must not by virtue of their position accept or acquire for a personal advantage any gift, gratuities or hospitality except that which is permitted under Council's Code of Conduct or in accordance with the Local Government Act 1993;
- Council officers are not permitted to approach a contractor/supplier to pay a gift or benefit for receipt of advice;
- Any person with a conflict of interest must declare that interest as soon as that person knows of the conflict of interest; and
- In order to protect the commercial interests of all persons, there shall be no disclosure of confidential/proprietary information unless specifically approved. Council officers are only permitted to disclose information in the course of official Council business.

10. Attachment One – Site and Building Plans



	<p>Printed 01/07/2013</p>
<p align="center">Ballina Surf Club 65 Lighthouse Parade, East Ballina</p>	
	<p><small>© Land & Property Information 2013 Although all care is taken in the preparation of this plan, Ballina Shire Council accepts no responsibility for any misprints, errors, omissions or inaccuracies. The information contained within this plan is for pictorial representation only. Do not scale. Accurate measurements should be undertaken by survey.</small></p>

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NOTES
 1. CONSULT WITH ARCHITECT AND ENGINEER FOR ALL CONSTRUCTION DETAILS.
 2. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE NATIONAL BUILDING REGULATIONS.
 3. THE USER OF THIS DRAWING IS ADVISED THAT IT IS NOT TO BE USED FOR ANY PURPOSE OTHER THAN THAT FOR WHICH IT WAS PREPARED.

REVISION
 1. APPROVED LAYOUT ADDED 05/20/11



ARCHITECTURE
 ARCHITECTS
 LANDSCAPES
 10 100 1000 10000
 10 100 1000 10000
 10 100 1000 10000



PROJECT FILE
 BL & LSC
 NEW CLUB V3

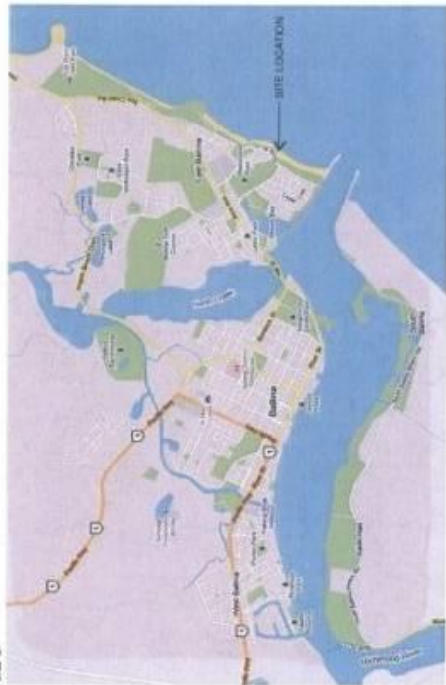
LOT 379 DP 7556684
 drawing title
SITE PLAN

job number 2707
 drawn by MB
 date JULY
 scale 1:1000
 0m 10m 20m 40m

drawing number / revision
DA 01 B



1 SITE PLAN
 DA 01 B 1:1000





ARCHITECTURE ph 02 4477 0125 fax 02 4477 0102
 INTERIORS pt 040 5117 boro bor non 2488
 LANDSCAPE www.architects-architecture.com.au

NEW BALLINA LIGHTHOUSE & LISMORE SURF LIFESAVING CLUB

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NOTES

1. ALL DIMENSIONS ON SITE TO BE TAKEN FROM THE FACE UNLESS OTHERWISE SPECIFIED.
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3. ALL DIMENSIONS ON DRAWING TO BE TAKEN FROM THE FACE UNLESS OTHERWISE SPECIFIED.

REVISION

1. REVISED APPLICATION
2. REVISED APPLICATION



ARCHITECTURE	INTERIORS
LANDSCAPE	

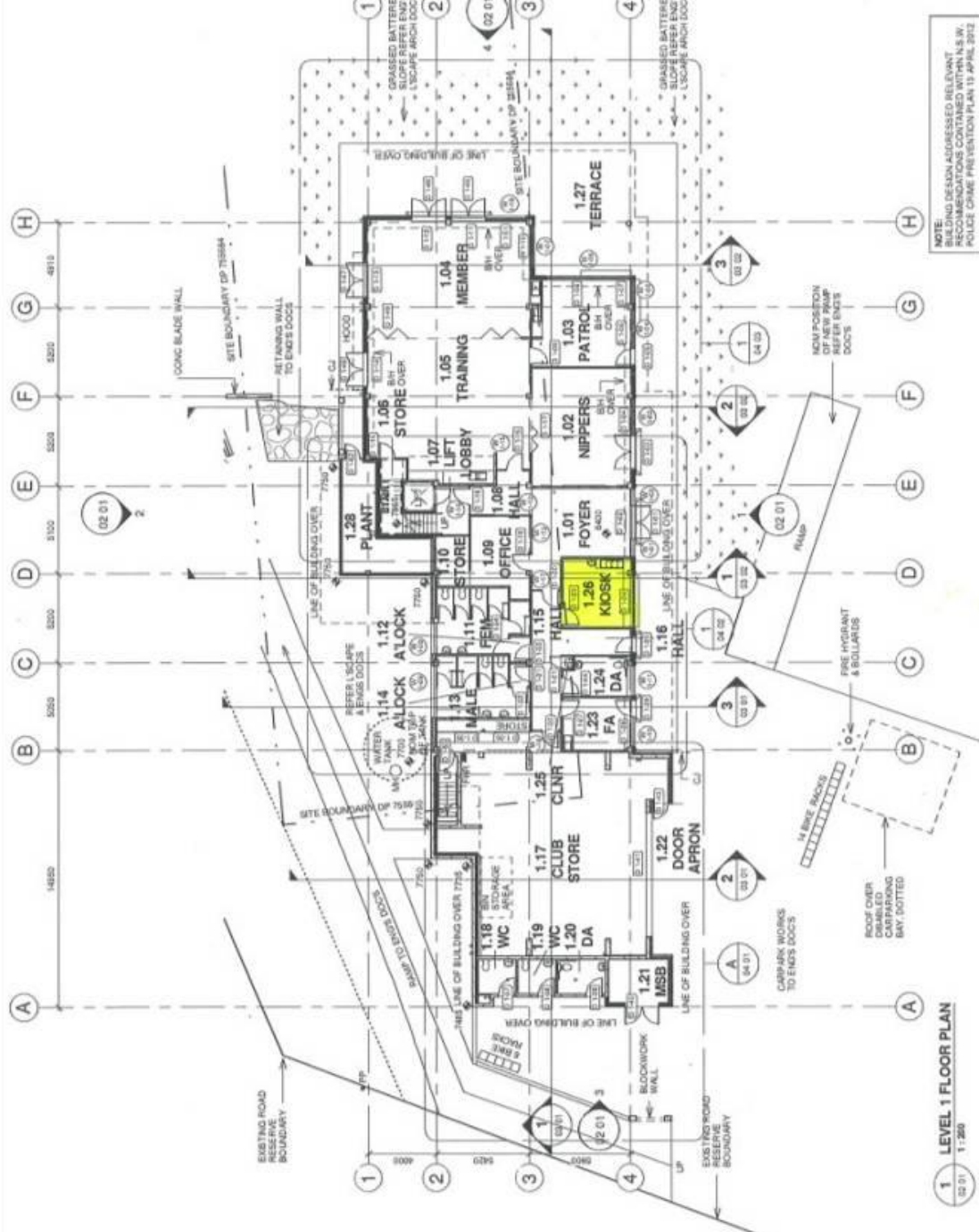
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26 10 187 101 18 10 188 200
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Project title
BL & LSC NEW CLUB

Drawing No
LOT 379 DF 7556684 LEVEL 1 FLOOR PLAN

Job Number	27079
Drawn by	MB
Check	MAR 2012
Scale @ A3	1:200
Scale @ A4	1:200

Drawing Number / Revision
CC 01 03 E



NOTE
NO BUILDING DESIGN ASSESSED RELEVANT RECOMMENDATIONS CONTAINED WITHIN N.S.W. POLICE CRIME PREVENTION PLAN 15 APRIL 2012

1 LEVEL 1 FLOOR PLAN
1:200

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 NO. DATE DESCRIPTION



ARCHITECTURE
 INTERIORS
 LANDSCAPE
 PROJECT NO. 1517, Type: Bar, New FHE
 PROJECT NO. 1517, Type: Bar, New FHE
 PROJECT NO. 1517, Type: Bar, New FHE
 PROJECT NO. 1517, Type: Bar, New FHE



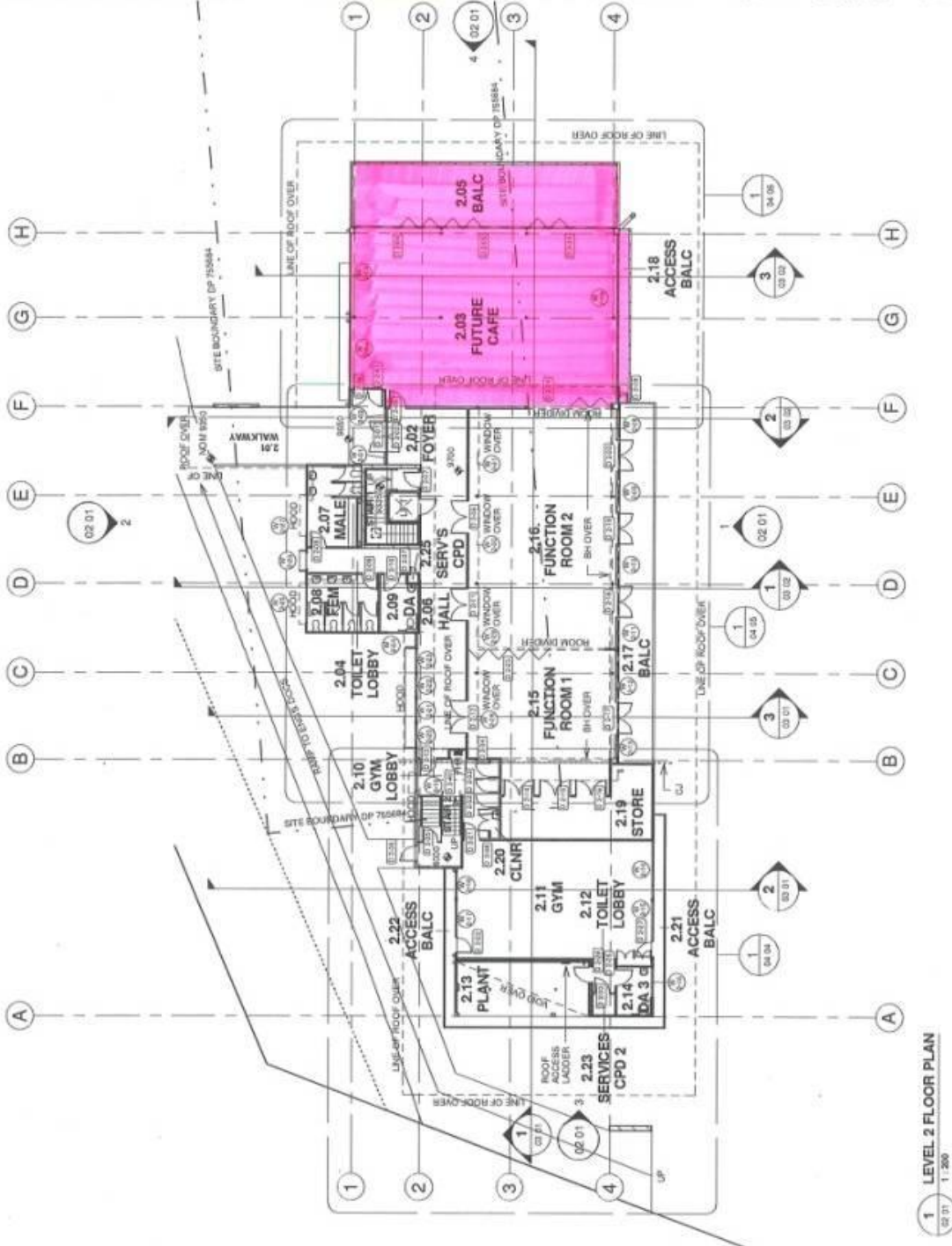
PROJECT I/O
 BL & LSC NEW CLUB

LOT 379 DP 7556684

LEVEL 2 FLOOR PLAN

JOB NUMBER 270702
DESIGNED BY MB
DATE MAR 2012
SCALE 1:200
DATE 27th Mar 2012

DRAWING NUMBER / REVISION
 CC 01 04 E



1 LEVEL 2 FLOOR PLAN
 (2/3) 1:200