

# **Bruce Health Care Precinct Deed**

between

**Australian Capital Territory  
(Territory)**

and

**Calvary Health Care ACT Limited  
ACN 105 304 989  
(Calvary)**

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- BETWEEN**     **AUSTRALIAN CAPITAL TERRITORY** the body politic established by section 7 of the *Australian Capital Territory (Self-Government) Act 1988* (Cth) represented by ACT Health Directorate (**Territory**)
- AND**           **CALVARY HEALTH CARE ACT LIMITED** ACN 105 304 989 of Level 18, 68 Pitt Street, Sydney, New South Wales (**Calvary**)

## **BACKGROUND**

- (A) Calvary operates a Public Hospital and Private Hospital on the Land in accordance with the mission, vision and values of the Calvary Ministries.
- (B) Calvary and certain of its related entities also operate Calvary John James, Clare Holland House Hospice, Calvary Retirement Community, and Calvary Silver Circle in the Canberra region. Calvary and Little Company of Mary Health Care Limited remain committed to the long term growth and development of services in the region.
- (C) The Territory acknowledges the historical and ongoing contribution made by Calvary and the Sisters of the Little Company of Mary in the provision of health care services in the Australian Capital Territory. That ongoing contribution will continue under the Network Agreement and through the operation of each of the services referred to in recital B.
- (D) The Territory wishes to embark upon a redevelopment of the health care system to streamline the operation of public hospital and health care services in the Australian Capital Territory.
- (E) For this purpose, the Territory and Calvary have agreed to the terms of this Deed.

## **1. DEFINITIONS AND INTERPRETATION**

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### **1.1 Definitions**

**“Acquired Land”** has the meaning attributed to it in clause 4.2.

**“Approvals”** includes any consent, authorisation, registration, filing, agreement, notification, certificate, permission, licence, approval, permit, authority or exemption issued by, from or with any Relevant Authority.

**“Business Day”** means a weekday other than a day on which a public holiday is declared in Canberra.

**“Commencement Date”** means the date the Network Agreement commences.

**“Crown Lease”** means the Crown lease of ‘Block 1 Section 1 Division of Bruce’ granted on 16 November 1999 by the Commonwealth to Calvary and registered as Volume 1577 Folio 94 at the ACT Registrar-General’s Office.

**“Development”** means a development the subject of a Development Proposal endorsed by the Precinct Committee.

**“Development Proposal”** means a proposal for a development or redevelopment within the Precinct.

**“Network Agreement”** means the “Calvary Network Agreement” dated on or about the date of this Deed between the Territory and Calvary.

**“Objectives”** means the objectives set out in clause 6.2.

**“Outline Plan”** means the plan attached to this Deed at Schedule 1.

**“Practical Completion”** means the issue of a certificate of occupancy for a building that is part of a Development.

**“Precinct”** means the precinct described under clause 4.1 and includes any Acquired Land.

**“Precinct Committee”** means the committee established under clause 5.1.

**“Precinct Master Plan”** means the master plan for the Precinct developed in accordance with clause 6.1.

**“Project Control Group”** means the group established under clause 8.

**“Relevant Authority”** means the Territory, any Minister, the Executive, any administrative unit, section or department of the Territory, statutory authority, Territory owned developer, utility provider, or any other body, which has statutory and/or administrative responsibilities in respect of the Precinct, the infrastructure works or any development within the Precinct.

**“Sublease Commencement Date”** means the date of Practical Completion.

## 1.2 Interpretation

In this Deed, unless a contrary intention is expressed:

- (a) terms which are capitalised but not defined in this Deed have the meaning given to them in the Network Agreement;
- (b) references to a party includes any assignees, successors, employees, agents or subcontractors of that party;
- (c) references to legislation or to provisions in legislation include references to amendments or re-enactments of them and to all regulations and instruments issued under the legislation;
- (d) words importing a gender include the others; words in the singular number include the plural and vice versa; and where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- (e) 'include' is not to be construed as a word of limitation;
- (f) headings have no effect on the interpretation of the provisions; and
- (g) an obligation imposed by this Deed on more than one person binds them jointly and severally.

## **2. PURPOSE OF DEED AND GUIDING PRINCIPLES**

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### **2.1 Purpose**

This Deed covers the relationship between the Territory and Calvary in relation to the Precinct and describes the processes for that relationship to create and progress the development of the Precinct.

### **2.2 Guiding principles**

The parties agree and acknowledge that the following principles will govern the operation of and the rights and obligations of each of the parties to this Deed:

- (a) the parties are committed to developing the Precinct into a prominent acute health care facility in the Australian Capital Territory;
- (b) the Precinct is to be operated in a manner which is consistent with the mission, vision and values of Calvary and LCMHC from time to time;
- (c) to ensure sustainability of high quality effective health care at the Public Hospital, including continuance of the mission, vision and values of Calvary;
- (d) the parties will conduct themselves in a manner compatible with the principles of the Network Agreement; and
- (e) the importance of the concepts envisaged by this Deed in ensuring the long term viability of Calvary's operation of the Public Hospital under the Network Agreement.

## **3. TERM**

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- (a) This Deed commences on the Commencement Date and continues in force unless and until the date on which the Network Agreement terminates.
- (b) Should the Network Agreement terminate, this Deed will automatically terminate without either party being required to give notice to the other.

## **4. PRECINCT**

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### **4.1 Definition**

The Precinct is the "Bruce Health Care Precinct" which as at the Commencement Date is as shown on the Outline Plan. The parties acknowledge that Calvary operates the Public Hospital and the Private Hospital in and from the Precinct.

### **4.2 Acquired Land**

Should either party acquire any land immediately adjacent to the Land (**Acquired Land**), and the permitted use of the Acquired Land is for purposes related to providing health services consistent with Calvary's Role Delineation under the Network Agreement, then the parties agree that such Acquired Land will also become part of the Precinct and be subject to the requirements of this Deed.

## **5. PRECINCT COMMITTEE**

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### **5.1 Formation of Committee**

As soon as practicable following the Commencement Date, the Territory and Calvary agree to form a precinct committee that will comprise three representatives of the Territory and three representatives of Calvary.

### **5.2 Members**

Each party may appoint their representatives as members of the Precinct Committee and remove those members and appoint replacements, by written notice delivered to the other party at any time.

### **5.3 Functions of the Precinct Committee**

The functions of the Precinct Committee are to:

- (a) agree on the development priorities for health care services in the Precinct;
- (b) incorporate guidelines on the total planned capacity of particular diagnostic groups or clinical services for the Precinct or other services conducted in the Precinct;
- (c) consider all Development Proposals;
- (d) monitor the progress of the parties in complying with their obligations under this Deed as required;
- (e) review the plan for the Precinct;
- (f) provide advice and guidance in relation to conduct of the development of the Precinct and any Development and any associated matters if and when requested to do so by a party or by the parties;
- (g) provide a forum for the discussion of any matters connected with the Precinct and any Development as Calvary or the Territory may from time to time determine as being appropriate for the Precinct, including ensuring dissemination of information and consideration of the views of all the stakeholders connected with the Precinct and any Development;
- (h) to consider issues relating to:
  - (i) the timing of each stage of each Development, which the parties acknowledge is intended to be consistent with each Development's proposed timeline;
  - (ii) proposals which may be put forward by the Calvary Network Committee for development opportunities of the Precinct;
- (i) work collaboratively with the Calvary Network Committee and ensure that this Deed is administered consistently with the provisions of the Network Agreement;
- (j) review, and where possible resolve, any matters of concern between the parties; and
- (k) administer this Deed including any variations to it.

#### 5.4 **Precinct Committee meetings**

The Precinct Committee must meet:

- (a) at least once every month until the Precinct Master Plan has been agreed;
- (b) and thereafter:
  - (i) at least once every 3 months, or
  - (ii) at times reasonably requested by a party, provided that at least 5 Business Days prior notice has been provided (except in an emergency).

#### 5.5 **Conduct of Precinct Committee meetings**

- (a) A representative of each party will, in rotation, convene and chair meetings of the Precinct Committee, prepare the agenda and must prepare and distribute to all members of the Precinct Committee minutes of each meeting promptly after each meeting.
- (b) A draft of the agenda must be provided to the other members at least 3 Business Days prior to the relevant meeting (except in the case of an emergency).
- (c) The chair of the Precinct Committee must incorporate any items in the agenda requested by any other Precinct Committee members.

#### 5.6 **Quorum for Precinct Committee meetings**

A quorum for a Precinct Committee meeting will be constituted by the attendance at the meeting of at least two representatives of Calvary and two representatives of the Territory.

#### 5.7 **Majority vote**

Decisions of the Precinct Committee are to be made by majority vote. Subject to clause 5.10, at any meeting of the Precinct Committee, each representative of a party is entitled to exercise one vote.

#### 5.8 **Chairperson**

The chairperson will not have a casting vote at any meeting of the Precinct Committee.

#### 5.9 **Invitees to meetings**

The Precinct Committee meetings may also be attended by other persons, if the attendance of those persons has been approved by the other Precinct Committee members prior to the meeting.

#### 5.10 **Proxy**

- (a) A Precinct Committee member (**appointor**) may appoint another Precinct Committee member (**appointee**) to vote in place of the appointor and on its behalf if the appointor does not attend a Precinct Committee meeting.

- (b) An appointee is entitled to a separate vote for each appointor the appointee represents in addition to any vote that appointee may have as a member of the Precinct Committee meeting.

#### **5.11 Practices and procedures**

Subject to this clause 5, the members of the Precinct Committee may adopt such practices and procedures for the conduct of the activities of the Precinct Committee as they consider appropriate, from time to time.

### **6. PRECINCT MASTER PLAN**

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#### **6.1 Preparation of plan**

By no later than 30 June 2012 the Territory and Calvary must jointly prepare and agree on the Precinct Master Plan for development of the Precinct in accordance with the Objectives.

#### **6.2 Objectives**

The objectives of the development of the Precinct are:

- (a) to develop a plan for the renovation, replacement or rebuilding of the Public Hospital;
- (b) to ensure the long term ability of Calvary to operate the Public Hospital in accordance with the Network Agreement, and particularly in accordance with the Role Delineation;
- (c) to deliver quality patient care and outcomes;
- (d) to provide for the development of a new multi-storey car park in the Precinct;
- (e) to allocate an area of the Precinct which may be used by Calvary at some future and undetermined date for the purposes of developing a private hospital and/or related services;
- (f) to best and, where possible, fully utilise the resources available to Calvary and the Territory in the delivery of health care, including sharing resources and infrastructure where appropriate (recognising that some resources are already shared);
- (g) to respond effectively to the needs of the north Canberra community and the ACT health system generally; and
- (h) to advance the strategic and operational development of the Precinct.

#### **6.3 Obligation on Territory**

Subject to parliamentary appropriation and the Territory's health policy and budgeting priorities, the Territory will use all reasonable endeavours and support all applications to commit to provide funding sufficient to achieve the Objectives and the outcome envisaged in the Precinct Master Plan. For the avoidance of doubt, nothing in the clause will require the Territory to commit funding towards the development of a private hospital in the Precinct.

## 6.4 Content

A Precinct Master Plan will stipulate the development to be carried out in the Precinct, including:

- (a) the party required to undertake and fund the development;
- (b) any necessary rights of access to that part of the Precinct to be developed to enable the Development to be undertaken;
- (c) any necessary rights of access to or through the Precinct which will be required following the development to enable the Development to be utilised as intended;
- (d) a written statement of the proposed type and density of the development;
- (e) a written statement of planning and design principles relating to the Precinct and its interaction with adjacent land uses; and
- (f) a coloured plan showing the broad pattern of land uses throughout the Precinct.

## 6.5 Calvary's development plan

In developing the Precinct and finalising the Precinct Master Plan, the Territory must take into account Calvary's views and any future development plan Calvary may have for the Precinct.

# 7. DEVELOPMENT IN THE PRECINCT

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## 7.1 Submission of Development Proposal

A party may submit a Development Proposal to the Precinct Committee for endorsement.

## 7.2 Contents

A Development Proposal must contain a detailed description of a development that the party proposes to undertake within the Precinct.

## 7.3 Planning and design

The planning and design for a Development under this clause will be undertaken by the parties jointly through the Precinct Committee or otherwise as agreed by the parties.

## 7.4 Requirements

Any Development Proposal must:

- (a) be consistent with the Precinct Master Plan;
- (b) reflect the Precinct design objectives to ensure the quality of built form outcomes and the contribution to the quality of the public domain;
- (c) describe the impact of the proposed development;

- (d) specify mechanisms for addressing the needs for any community facilities within the proposed development, including the relocation of any existing facility;
- (e) set out details regarding the developing party's access to that part of the Precinct being developed, including any documents (such as easements, rights of access and subleases) which need to be prepared and signed to give legal effect to such rights of access during and after development;
- (f) identify who will operate any facility that is part of the Development Proposal;
- (g) identify necessary infrastructure works that may be required for completion;
- (h) address any environmental impact requirements; and
- (i) address any other matter required by the Precinct Committee.

#### **7.5 Endorsement**

The Precinct Committee may endorse its approval of any Development Proposal submitted under clause 7.1 either:

- (a) in the form submitted; or
- (b) imposing such conditions as it may resolve are appropriate but only in respect of Developments which have a role in the provision of public healthcare services.

#### **7.6 Development in accordance with Approvals**

Each Development must be undertaken in accordance with any Approvals and the Precinct Master Plan.

#### **7.7 Consultation**

The parties will consult regularly regarding the progress of the Precinct and its development and any matters associated with the Precinct or any Development through the Precinct Committee in accordance with clause 5.3 during the course of the development of the Precinct.

#### **7.8 No development except in accordance with endorsed Development Proposal**

No development may occur within the Precinct except in accordance with an endorsed Development Proposal.

### **8. PROJECT CONTROL GROUP**

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#### **8.1 Establishment**

On or before the date of commencement of any Development, a project control group will be established comprising 3 representatives nominated by Calvary and 3 representatives nominated by the Territory.

#### **8.2 Chairperson**

The chairperson of the Project Control Group will be nominated by Calvary.

### **8.3 Functions of the project control group**

The Project Control Group will:

- (a) monitor, receive and review the timetable and reports for each Development during the development phase;
- (b) report to each of the parties on the progress of each Development and any issues which require resolution or further input from the Precinct Committee;
- (c) resolve any issues relating to access to any parts of the Land the subject of a Development;
- (d) provide a forum for consultation between the parties on the design documentation for each Development;
- (e) be responsible for overseeing and advising on:
  - (i) any governmental issues and Approvals;
  - (ii) issues regarding construction quality;
  - (iii) commissioning matters;
  - (iv) finance matters;
  - (v) design documentation of the relevant Development;
- (f) liaise with the Chief Executive Officer of the Public Hospital to ensure minimal disruption to the Public Hospital and other services offered at the Precinct;
- (g) provide a forum for consultation between the parties in relation to the effect of any proposed Development and its effect on Calvary's operation of the Public Hospital; and
- (h) provide a forum for consultation between the parties in relation to any other matter arising out of the Development, in its development stage, and as agreed between the parties.

## **9. OPERATION AND MANAGEMENT BY CALVARY**

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The operation and management of any facility developed under this Deed, will be in accordance with the Network Agreement and for the purposes of that agreement is part of the Public Hospital, unless otherwise agreed.

## **10. MISSION**

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The Territory agrees that it will not provide, nor will it permit any third party with which it may have entered into any arrangement to occupy or access any part of the Land to provide services which are inconsistent with the mission, vision and values of Calvary and LCMHC from time to time.

## **11. CLARE HOLLAND HOUSE HOSPICE**

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The Territory acknowledges and agrees that at no time during the term of this Deed will it transfer any of the palliative care services provided by Calvary at Clare Holland House Hospice to any sub-acute facility operated or developed by or for the Territory.

## **12. ENDORSEMENTS AND APPROVALS**

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Calvary acknowledges that any endorsement or approval given by the Territory or the Precinct Committee does not mean that any required Approval will be given by any Relevant Authority.

## **13. ACCESS TO LAND**

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Each party (**Owning Party**) will permit the other party (**Requesting Party**) at the times reasonably requested by the Requesting Party, and on the provision of reasonable notice, adequate access to the Precinct so that the Requesting Party may carry out investigations as to the nature and condition of the Precinct, and its surroundings, and its suitability for any Development Proposal (including the conditions below the surface of the Precinct land), on such terms and conditions as the Owning Party reasonably requires.

## **14. CROWN LEASE**

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The parties agree to do all things reasonably necessary to ensure that the Crown Lease is varied as follows, and in respect of the Territory, such assistance will include supporting any application by Calvary to the ACT Planning and Land Authority:

- (a) to enable the Developments (including any easements, subleases and rights of access) endorsed by the Precinct Committee in accordance with this Deed and the use of the land under the Crown Lease in a manner not inconsistent with the Developments; and
- (b) to remove the requirement of Calvary to obtain the Territory's approval for any matters undertaken in accordance with this Deed.

## **15. PRECINCT REVIEW**

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The parties agree to review the relationship and obligations under this Deed and negotiate to address any issues in the relationship or under this Deed which at least one party has identified as requiring review:

- (a) once every 10 years, with the first review to take place in the tenth year of this Deed; and
- (b) simultaneously with any review under clause 23 of the Network Agreement.

## **16. DISPUTE RESOLUTION**

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### **16.1 Disputes**

Any dispute arising in relation to any aspect of this Deed (**Dispute**) will be resolved in accordance with this clause.

### **16.2 Negotiation of Dispute**

Except as otherwise provided in this Deed, if a Dispute arises in relation to this Deed then either party may give written notice to the other that a Dispute exists, which specifies details of the Dispute. The parties agree that, following the issue of that notice, they will meet and consult in good faith in an attempt to resolve the Dispute by negotiations, including by referring the Dispute to persons who have authority to intervene and direct some form of resolution.

### **16.3 Mediation of Dispute**

- (a) If the Dispute has not been resolved pursuant to clause 16.2 within 28 days of the notice of the Dispute, then the parties agree that they will undertake a mediation process.
- (b) The mediator will be an independent mediator agreed by the parties or, failing agreement within 14 days of the time period referred to in clause 16.3(a) nominated by the chairperson of the Institute of Arbitrators and Mediators Australia, ACT Chapter.
- (c) Unless otherwise agreed, the parties will equally share the costs of the engagement of the mediator. Each party will otherwise bear its own costs of the mediation.
- (d) The mediator will assist the parties in dispute to explore options for and, if possible, achieve the expeditious resolution of the Dispute by agreement between them.
- (e) The mediator will not make decisions for a party or impose a solution on the parties.

### **16.4 Expert determination**

- (a) The procedure outlined in this clause 16.4 will apply only to:
  - (i) that part of any Dispute which does not relate directly to a dispute regarding the preparation and finalisation of the Precinct Master Plan under clause 6; and
  - (ii) Disputes which do not directly relate to the preparation and finalisation of the Precinct Master Plan.

#### **(ED Dispute)**

- (b) If the ED Dispute has not been resolved pursuant to clause 16.3 within 14 days of the date of mediation (or final date of mediation, should the mediation be conducted over more than one day), then the parties agree that they will refer the ED Dispute to an independent expert for determination.

- (c) The expert will be an independent expert agreed by the parties or, failing agreement within 14 days of the time period referred to in clause 16.4(a) nominated by the chairperson of the Australian Property Institute.
- (d) Unless otherwise agreed, the parties will equally share the costs of the engagement of the independent expert. Each party will otherwise bear their own costs of the expert determination.
- (e) The expert determination will be conducted as follows:
  - (i) the place of expert determination will be in Canberra, Australian Capital Territory;
  - (ii) the rules of evidence will apply;
  - (iii) the parties to the expert determination will each be entitled to legal representation;
  - (iv) the independent expert will have no power to settle disputes other than by expert determination; and
  - (v) the decision of the independent expert will be final and binding on the parties to the Dispute.

#### **16.5 No prejudice**

Nothing in this clause 16 will prejudice the rights of either party to institute other forms of agreed dispute resolution procedures or proceedings to enforce the Deed or to seek injunctive or urgent declaratory relief in respect of any Dispute.

#### **16.6 Survival**

This clause will survive the termination or completion of this Deed.

### **17. GOOD FAITH**

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The parties acknowledge and agree that in exercising any right, obligation or function or in giving any approval or consent or deciding whether or not to agree to any proposed course of action set out in this Deed, each party will:

- (a) act reasonably in good faith towards the other in relation to carrying out their obligations under this Deed; and
- (b) provide all assistance reasonably required to promptly expedite the development of the Precinct and any Approvals.

### **18. GENERAL**

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#### **18.1 Entire agreement**

This Deed and the Network Agreement comprise the entire agreement between the parties and supersede any prior representations, negotiations, writings, memoranda and agreements in respect of the Deed's and Network Agreement's subject matter except as otherwise required by its context.

## **18.2 No employment, partnership or agency relationship**

Other than as specifically provided in this Deed or the Network Agreement:

- (a) nothing in this Deed constitutes Calvary, or its employees, agents or subcontractors as employees, partners or agents of the Territory or creates any employment, partnership or agency for any purpose; and
- (b) Calvary must not represent itself, and must ensure its employees, agents and subcontractors do not represent themselves, as being employees, partners or agents of the Territory.

## **18.3 Costs**

In relation to costs and expenses the parties agree that:

- (a) with respect to negotiation and drafting of this Deed and any other agreements prepared to give effect to this Deed, each party will bear its own legal costs and expenses; and
- (b) with respect to the engagement of surveyors regarding surveys, outline and deposited plans and as otherwise required to give effect to this Deed, the parties will equally share the costs of surveyors and other relevant advisers agreed between them.

## **18.4 Severability**

Any provision of this Deed that is illegal, void or unenforceable will not form part of this Deed to the extent of that illegality, voidness or unenforceability. The remaining provisions of this Deed will not be invalidated by an illegal, void or unenforceable provision.

## **18.5 Variations**

This Deed may only be amended, varied, supplemented, replaced or novated by a document executed by all the parties.

## **18.6 Stamp duty**

Any stamp duty payable as a result of this Deed will be paid or arranged to be waived by the Territory.

## **18.7 Consent**

Where a party's consent must be sought under this Deed, that party must not unreasonably withhold its consent.

## **18.8 Governing law**

This Deed is governed by and construed in accordance with the law for the time being in force in the Territory and the parties submit to the jurisdiction of the courts of the Territory.

## **18.9 Authority**

Each person who signs this document on behalf of a party declares that that person has no notice of the revocation or suspension of the power under the authority by which the person signs this document.

#### **18.10 Further steps**

Each party must do everything reasonably necessary to give effect to this Deed and the transactions contemplated by it, including the execution of documents.

#### **18.11 Counterparts**

This Deed may be executed in any number of counterparts and all of those counterparts taken together constitute one and the same document.

#### **18.12 No waiver**

Unless specifically stated to the contrary in this Deed, a party's:

- (a) failure to enforce or a delay in enforcing any of its rights under this Deed does not constitute a waiver of those rights; and
- (b) partial exercise of a right does not preclude any further exercise of that or any other right.

#### **18.13 Joint and several**

Where two or more parties have an obligation or liability under this Deed, the obligation or liability is joint and several.

#### **18.14 Assignment**

- (a) Subject to clause 18.14(b), a party may only assign any of its rights under this Deed with the prior written consent of all other parties.
- (b) Calvary may assign the whole or part of this Deed to a Related Body Corporate of Calvary or LCMHC, in which case Calvary must give 14 days written notice to the Territory.

#### **18.15 Notices**

Any notice, including any other communication, required to be given or sent to either party under this Deed must be in writing and given to the person set out below, or as otherwise notified by a party to the other from time to time. A notice will be deemed to have been given:

- (a) if delivered by hand, on delivery;
- (b) if sent by prepaid mail, on the expiration of two Business Days after the date on which it was sent;
- (c) if sent by facsimile, on the sender's facsimile machine recording that the facsimile has been successfully and properly transmitted to the recipient's address; or
- (d) if sent by electronic mail, on the other party's acknowledgment of receipt by any means.

The details for purposes of this clause 18.15 are:

*For the Territory:* Deputy Director-General  
ACT Health Directorate  
Level 3, 11 Moore St  
CANBERRA CITY ACT  
Facsimile: 02-6205 0830

*For Calvary:* National Chief Executive Officer  
Little Company of Mary Health Care Limited  
Level 18, 68 Pitt Street  
Sydney NSW 2000  
Facsimile: 02- 9258 1701

**18.16 Survival of clauses**

Clauses 16, 17 and 18 will survive the expiration or earlier termination of this Deed.

**Schedule 1**  
**OUTLINE PLAN**



**CLARKE & DI PAULI**  
**SURVEYORS**

CLARKE & DI PAULI SURVEYORS PTY LTD  
A.B.N. 01 087 968 388  
LEV 1, 19 MONARO ST,  
PO BOX 88 QUEANBEYAN N.S.W. 2620  
PH: (02) 62991836 FAX: (02) 62994560  
e-mail: steve@clardipaoli.com.au  
e-mail: daniel@clardipaoli.com.au



Quality Management System  
ISO: 9001 FS521065

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DRAWING TITLE

PLAN OF  
BLK 1, SEC 1, BRUCE

PROJECT

BLK 1, SEC 1, DP2360,  
CALVARY HOSPITAL,  
BRUCE, ACT

CLIENT

CALVARY HOSPITAL

SHEET 1 OF 2

SURVEYOR	LEVEL DATUM
BH	N/A
CHECKED BY	CONTOUR INTERVAL
DSR	N/A

APPROVED DANIEL ROWSELL

*Daniel RowSELL*  
REGISTERED SURVEYOR  
19 / 9 / 2011

DRAWING REFERENCE

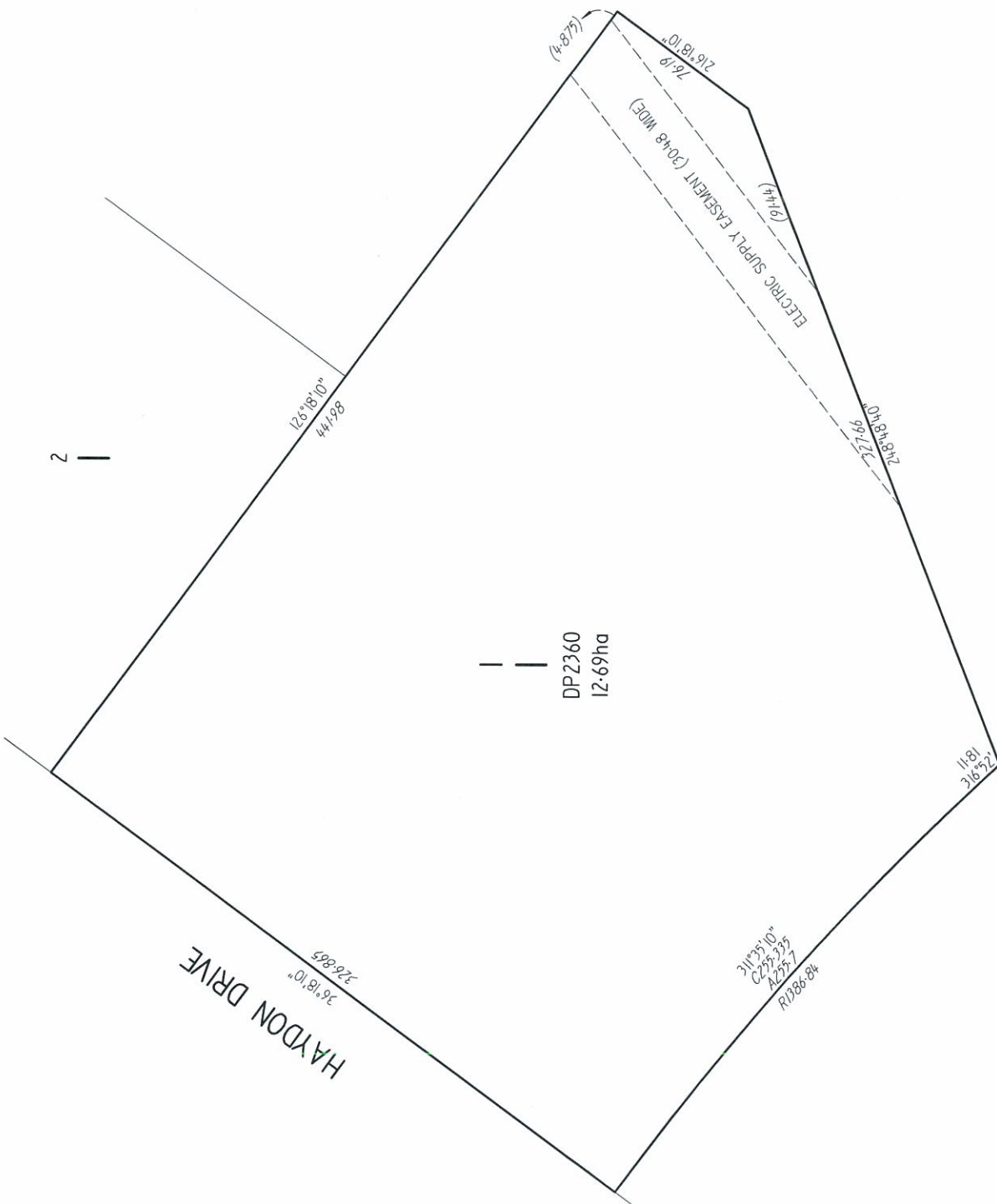
10823\_SK02

JOB NO. 10823

REV. SIZE

- A3

2



HAYDON DRIVE

DP2360  
12.69ha

11.81  
216°52'  
R1238.84

ELECTRIC SUPPLY EASEMENT (30.48 WIDE)





# CLARKE & DI PAULI SURVEYORS

CLARKE & DI PAULI SURVEYORS PTY LTD  
A.B.N. 011 087 968 358  
LEV 1, 19 MONARO ST,  
PO BOX 88 QUEANBEYAN N.S.W. 2620  
PH: (02) 62998336 FAX: (02) 62994560  
e-mail: steve@clardipauli.com.au  
e-mail: daniel@clardipauli.com.au



Quality Management System  
ISO: 9001 FS521065

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DRAWING TITLE

PLAN OF  
BLK 1, SEC 1, BRUCE  
(IMAGE OVERLAY)

PROJECT

BLK 1, SEC 1, DP2360,  
CALVARY HOSPITAL,  
BRUCE, ACT

CLIENT

CALVARY HOSPITAL

SHEET 2 OF 2

SURVEYOR

BH

LEVEL DATUM

N/A

CHECKED BY

DSR

CONTOUR INTERVAL

N/A

APPROVED

DANIEL ROWSELL

REGISTERED SURVEYOR

19 / 9 / 2011

DRAWING REFERENCE

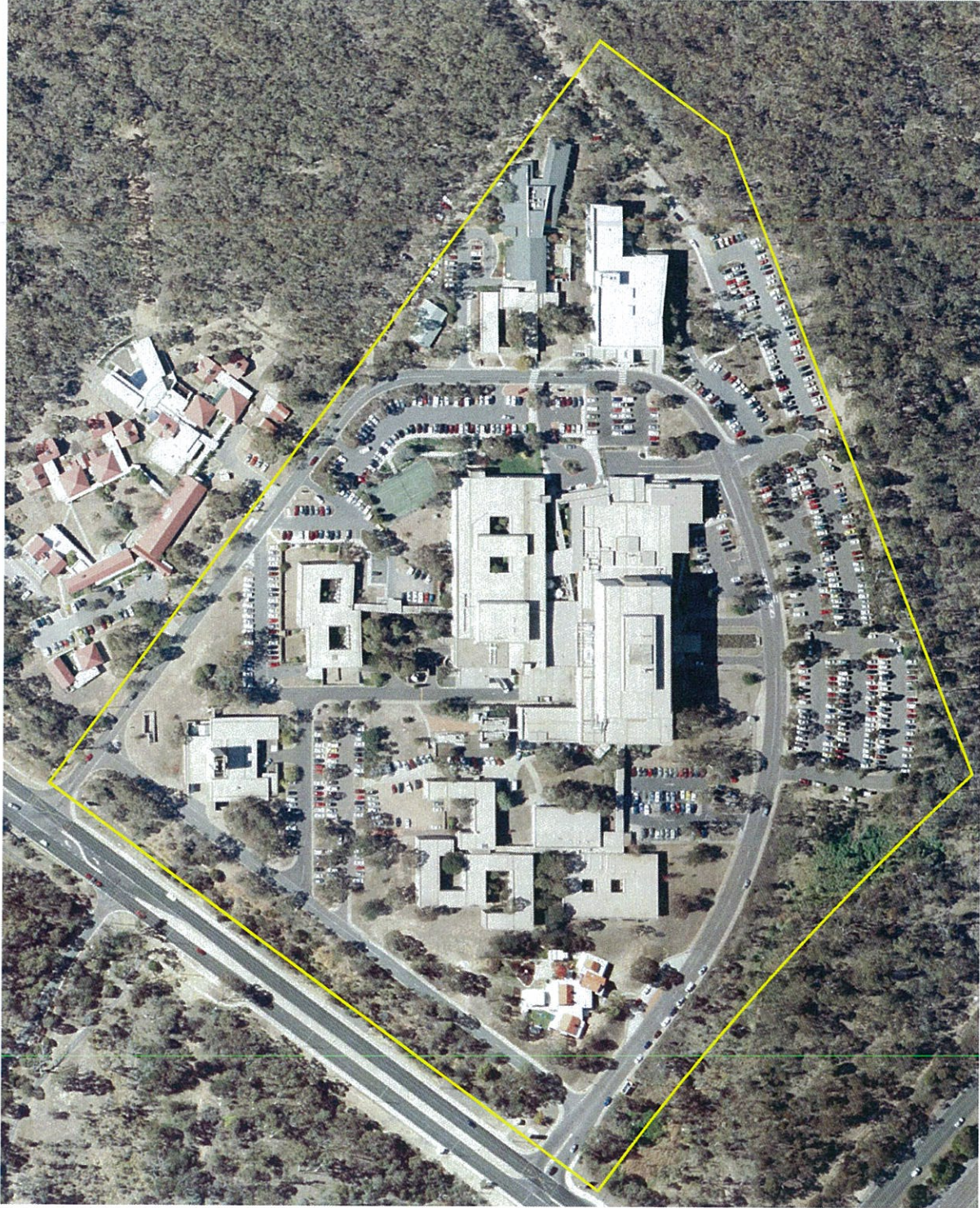
10823\_SK02

JOB NO.

10823

REV. SIZE

- A3



**EXECUTED** as a Deed

**SIGNED** for and on behalf of the **AUSTRALIAN CAPITAL TERRITORY**

in the presence of:

\_\_\_\_\_

\_\_\_\_\_  
Witness

**EXECUTED** by **CALVARY HEALTH CARE ACT LIMITED**  
**ACN 105 304 989** in accordance with section  
127 of the *Corporations Act, 2001*

\_\_\_\_\_  
Signature of Director

\_\_\_\_\_  
Signature of Director

JOHN MACKAY

JOHN WATKINS

\_\_\_\_\_  
Name of Director

\_\_\_\_\_  
Name of Director