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Darlington Point NSW 2706
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www.murrumbidgee.nsw.gov.au
L2018-001-BA

Important Notice!

This map is not a precise survey document. Accurate locations can only be determined by a survey on the ground. This information has been prepared for Council's internal purposes and for no other purpose. No statement is made about the accuracy or suitability of the information for use for any purpose (whether the purpose has been notified to Council or not). While every care is taken to ensure the accuracy of the data, neither the Murrumbidgee Shire Council nor the LPA makes any representations or warranties about its accuracy, reliability, completeness or suitability for any particular purpose and disclaims all responsibility and all liability (including without limitation, liability in negligence) for all expenses, losses, damages (including indirect or consequential damage) and costs which you might incur as a result of the data being inaccurate or incomplete in any way and for any reason.

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True North, Grid North and Magnetic North are shown approximately for the centre of the Murrumbidgee Local Government Area. Magnetic North is correct for 2002 moving westerly by 0.04° in about five years.



Important

The map was produced on the GEOCENTRIC DATUM OF AUSTRALIA 1991 (GDA91), which has superseded the Australian Geodetic Datum of 1984 (AGD84). Heights are referenced to the Australian Height Datum (AHD) heights. For most practical purposes GDA91 coordinates and satellite derived (GPS) coordinates based on the World Geodetic Datum 1984 (WGS84) are the same.

Drawn By: Sharon McCollum

Projection: ZNWA / MGA zone 56

Date: 21/03/2018 10:43 AM

Map Scale: 1:4034 at A4



P: (02) 6962 2458
F: (02) 6962 6464
E: sales@assetbuilding.com.au
W: www.assetbuilding.com.au

Office: 36 Jensen Road
Griffith NSW 2680
Mailing: P.O. Box 2111
Griffith NSW 2680
Builders Lic. No 116087C

BUDGET ESTIMATE

Joe Briggs – Sweatbox Community Gym
Site TBC
Coleambally NSW
P: 0427 340 266
E: farmerjoe2707@gmail.com

Date: 9th November 2017
Estimate #: JD251116A

Hello Joe,

Thanks for the enquiry about your proposed Community Gym building.

Pricing for budget purposes for your installed building on a turnkey basis is:

Gym Facility including amenities \$412,620.00 + GST

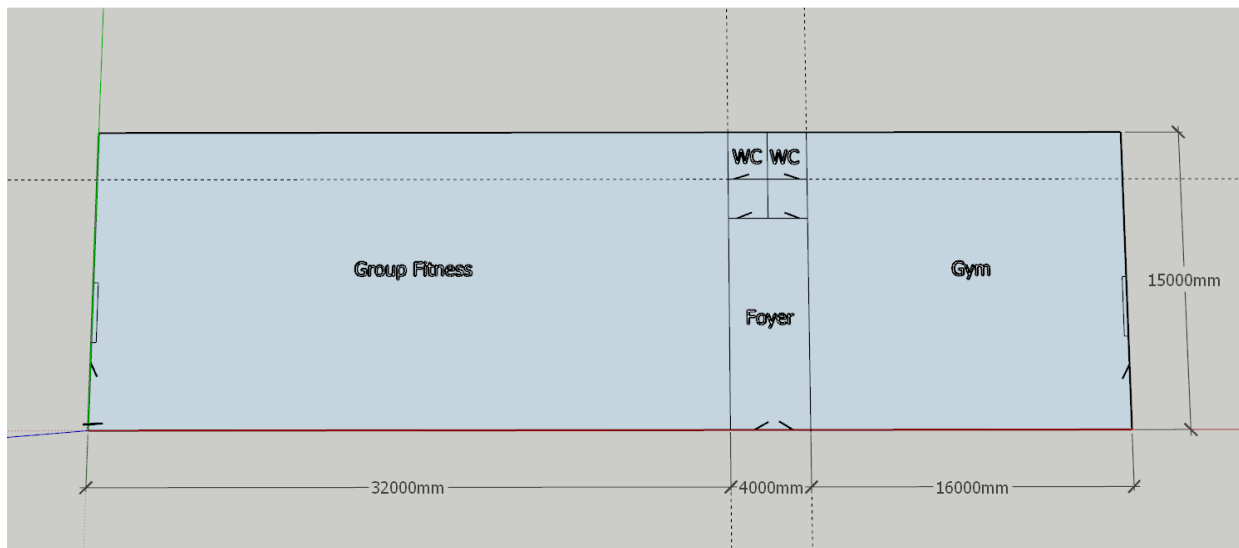
Your Gym Facility estimate includes

- Supply & installation of fully engineered Gym Building 52m long x 15m wide x 4.5m high at gutter.
- Preparation of base including 150mm compacted pad – PC Item \$17,580 + GST for earthworks.
- Excavation & placement of footings & 110mm thick concrete slab.
- Hot Dip Galvanized UB columns
- Web Truss rafters with galvanized material, welds Cold Gal treated.
- Galvanized C roof purlins.
- Colorbond Trimdek (or equivalent) cladding to walls & roof.
- 55mm blanket insulation to roof.
- Walls internal (50mm) & external (100mm) insulated panel – walls clad in Trimdek or equivalent externally.
- Colorbond square profile gutters.
- PVC downpipes 90mm dia. connected max 20m away from building.
- 2x roller doors 3m x 3m – 1 into each exercise area.
- 2x PA doors – 1 into each exercise area.
- Amenities consisting of 2x separate toilets with airlocks opening onto foyer.
- Lightweight storage only over W/C's – insulated panel ceilings.
- Water connection up to 20m from building.
- Sewer connection up to 20m from building.

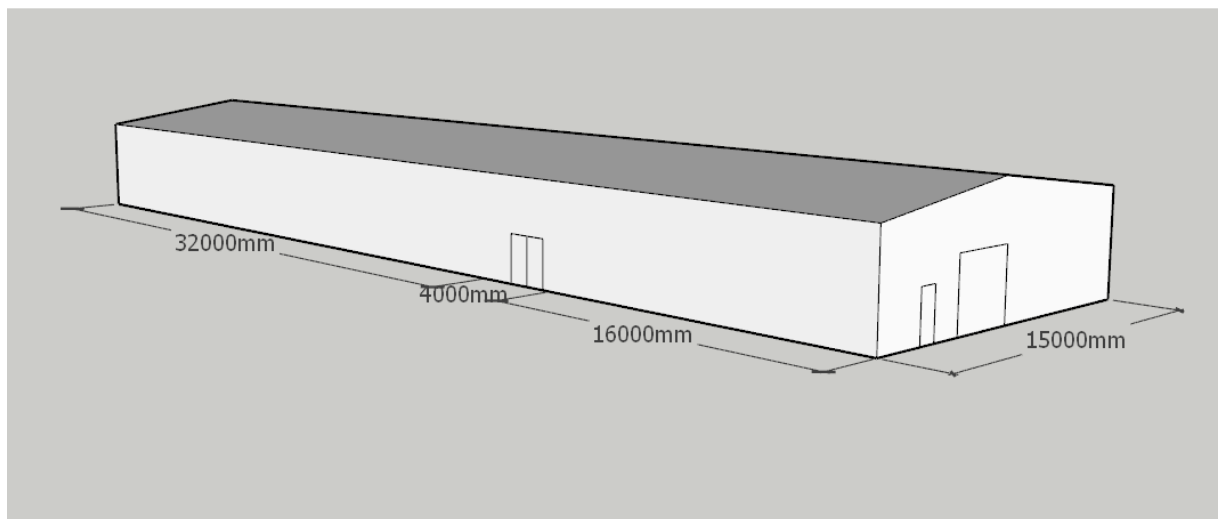
Continued.....

Your Gym Facility estimate includes (cont.)

- Foyer, amenities to be tiled – P.C rate of \$20/m² for tiles.
- Group fitness and Gym area to be plain concrete finish.
- Reverse cycle A/C to 16m x 15m gym – PC Sum of \$12,000 + GST
- Evap cooler to 32m x 15m Group Fitness area – PC Sum of \$5,500 + GST
- 4x double powerpoints single phase to both fitness areas.
- 20x (total) LED hi-bay lights to fitness areas.
- Fluro lighting to foyer & toilets.



Floor Plan



Perspective

Continued.....

Not included in our price is:

- Site earthworks, levelling & compaction;
- Rock excavation, hard digging, unsuitable ground
- Stormwater connection;
- Council plans, approvals & inspections.

Our payment terms are:

- 10% Deposit,
- Then monthly payment claims due 7 days from end of month.

This Estimate is subject to change on receipt of further information or design changes and is for budget pricing purposes only.

Should this meet your budget requirements, typically the next step is to finalise design and arrive at a fixed price Quotation for your project.

Please give me a call on 02 6962 2458 to discuss and together we can get your project moving!

Kind Regards,

Jerry Doven
Project Estimator



Business plan for

Sweatbox Community Gym Incorporated

Date: 12 March 2018





Business profile

STRUCTURE	Sweatbox Community Gym Incorporated
ESTABLISHED	14/12/2015
DATE REGISTERED	24/05/2016
INCORPORATION #	INC1600652

Contact details

CONTACT NAME	Joe Briggs
MOBILE	0427340266
EMAIL	farmerjoe2707@gmail.com
POSTAL ADDRESS	Farm 80 Coleambally NSW 2707

Online/Social media

FACEBOOK	Sweatbox Community Gym Inc.	INSTAGRAM	sweatboxcommunitygym
EMAIL	sweatboxgym@hotmail.com		



Contents

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2. *Business background*
3. *Business strategy*
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6. *Market research*
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1. Executive Summary

Purpose of Business Plan

The purpose of this business plan is for the Sweatbox Community Gym Inc. to obtain a 99 year lease on block 500 Lorikeet Lane, Coleambally to enable the gym to relocate to a permanent address. The plan is to build a multipurpose building on this site, which is located within close proximity to the Coleambally shopping precinct.

The facility we aim to build will have the following features:

- Constructed with cool rooms panels to maximise energy saving
- Disabled facilities
- A group fitness room which can be utilised as a community centre for meetings and market days.

Growth plan

Sweatbox Gym Inc. is currently in a growth stage with the memberships witting at an all-time high on 80 financial members. This figure has expanded dramatically since March 2015 where the gym had 23 members. The Gym Committee aim to continue improving the memberships, which we believe will happen as the facility and equipment grows and improves.

Due to the current rented premise we feel we could provide a more adequate and beneficial facility for our local community, at the present time we have no showering facilities, not adequate disabled access, not enough room for our equipment and a lack of space for classes we aim to provide the best in all of these areas within out proposed facility.



2. Business background

History

Sweatbox Gym first started with the help on Darlington Point Coleambally Rugby Club, it was set up within a shed at 13 Kestrel Road and was run by volunteers, it started with the help of the rugby club and donations from the community. It was then decided to be officially taken over by a committee and ran as a non for profit organisation which officially began on 14/12/2015; from there a dedicated committee have worked to improve the gym and used several donations and grants to improve the facility. The gym was relocated to Brolga Place in October 2016 and was lucky enough to receive a large grant from the shire which allowed us to purchase a range of improved gym equipment to attract more members.

Our short history shows us rapidly expanding. We have purchased over \$80,000 worth of equipment through grants, fundraising and donations.

Goals

Short term goals	Target date
Obtain DA & Lease 500 Lorikeet Lane	30/03/2018
Clear the block in preparation for building	30/05/2018
Receive grants and donations for building	30/06/2018
Commence building multipurpose sports facility	01/0/2019

Long term goals	Target date
Continue to purchase new equipment	n/a
Employ full time Personal Trainer (become a business rather than non for profit)	n/a
Use the space for meetings, indoor sports, market days	n/a
Free memberships for 16-18 year olds and over 65s	n/a
Inter town competitions	n/a



Products or services

The lease of Block 500 Lorikeet Lane, Coleambally will enable Sweatbox Community Gym Inc. to build a state of the art recreational centre incorporating the following activities:

1. Indoor gym
2. Indoor netball
3. Indoor soccer
4. Badminton
5. Table tennis
6. Carpet bowls
7. Volley ball
8. Fitness classes

The proposed construction of this facility will enable us to provide an adequate venue for the community. The layout of the facility will allow fitness classes to be conducted in one side while others use the gym equipment in the other side.

Locations and outlets

We are currently situated in 25-17 Brolga Place; our concern with this location is that we can be asked to move on at any time if the shop is sold and also that the space is not big enough to accommodate all of our needs with our ever increasing membership numbers.

Our aim for the new location of 500 Lorikeet Lane is so we can expand as required, have a permanent location, be able to purchase new equipment due to the extra space & offer a wider range of classes.



3. Business strategy

Tactics

We aim to provide the bigger space which will allow for more equipment and a wider range of classes. This would result in more memberships and being able to accommodate a wider range of needs and interests within the community gym.

Strategic impact

For this to take place we need a large amount of funding through grants, fundraising and donations from local businesses.

Once the new facility is up and running we will be able to attract a wider membership base through:

- A greater range of exercise machines suiting all fitness levels and ages
- 2 showers and toilets, one which will be approved for disabled use
- Host sporting competitions
- Attract a range of professional health and fitness instructors
- Separate gym and fitness areas to reduce the current problem of overcrowding and members not wanting to use the facility when classes are on as they feel that within the limited space they are interfering with the class

Core values

We aim to build a facility that:

- Creates a healthy community both physically and mentally
- Boosts local economy i.e. coffee shops, supermarkets, etc.
- Holds inter-town competitions to increase interaction between locals and other communities.
- Increases day to day social interaction for all ages (men's health, mother groups, elderly)
- Is a positive place for the community

Credibility and risk reduction

We believe that if for some devastating reason the gym can no longer commence that the facility will always be used by the community or another organisation. The proposed layout of the facility allows it to be used for a range of activities.

With the council and legal advice we will ensure that the process is done correctly and professionally ensuring that the procedure never allows anyone to be personally or financially at risk.



Community use

Our long term vision is having a facility that can be used by the whole community for a range of needs. We aim:

- To encourage all 3 Coleambally schools to use our facility
- Provide a wet weather alternative for netball and football training
- Provide active programs for our senior community members
- Promote community spirit through social events
- Reduce memberships cost for children and pensioners



4. Our team

Management structure

Sweatbox Community Gym Inc. is a non for profit organisation ran by a committee of 7 members who meet every 1-2 months. The committee are young and all long time locals who are eager to see the Coleambally community benefit from a fantastic facility.

Current team

Name	Joe Briggs
Position	President
Phone	0427 340 266
Occupation	Farmer

Name	Travis Oliver
Position	Vice President
Phone	0407 640 806
Occupation	Farmer

Name	Emma Shields
Position	Secretary & Public Officer
Phone	0429419616
Occupation	Teacher



Name	Tara Pound
Position	Treasurer
Phone	0428 672 731
Occupation	Business Owner

Name	Sarah Hardy
Position	Committee member
Phone	0457 903 870
Occupation	Customer Service Officer

Name	Thomas Groves
Position	Committee member
Phone	0428 580 691
Occupation	Farmer

Name	Sarah Shields
Position	Committee member
Phone	0447 020 278
Occupation	Receptionist

Mentors and business support

Throughout this process so far we have been in contact with several employees of Murrumbidgee Council, we aim to stay in touch with them and hopefully have their help and guidance throughout the whole process.



5. SWOT and critical success factors

Strengths	<i>I will maximise them by:</i>
<ul style="list-style-type: none">- Providing a fantastic community facility- Providing more space for current members- Offer more classes	<ul style="list-style-type: none">- Building this facility and continually update equipment
Weaknesses	<i>I will maximise them by:</i>
<ul style="list-style-type: none">- lack of funding- large project- need support	<ul style="list-style-type: none">- fundraise and apply for a range of grants
Opportunities	<i>I will maximise them by:</i>
<ul style="list-style-type: none">- to provide the community with a fantastic recourse that can be used for a wide range of activites	<ul style="list-style-type: none">- Completing this project and doing the best we can
Threats	<i>I will maximise them by:</i>
<ul style="list-style-type: none">- council not approving	<ul style="list-style-type: none">- work with them to obtain the greatest resource for our community



6. Market research

Primary market research

The committee have been in contact with several councillors, community groups, schools and community members to hear what they believe would be the best for our community, we have received letters of support and signatures of support for the building to be on 500 Lorikeet Lane, Coleambally.

We aim to send out a survey to investigate what the community would like to see within the proposed gym and if they have ideas for other uses and also general feedback.

Target market

Target market description

The planning of the facility at this stage is to ensure it is targeted for all ages, sex, race, religion, etc. We want to build the community a fantastic facility that can be used by most, if not all of our community.

With youth suicide, depression in farmers, post-natal depression and obesity all increasing within Australia we would love to build a facility to help decrease these statistics and work towards looking after our local community and promoting healthy and active lifestyles.



7. Financial plan

Start-up costs

The plans and quotes for the proposed building are attached. To build the whole facility we are looking and \$500,000, although there is an option to build in 2 stages if need be.

Funding

For this to go ahead, we need to receive several grants such as the Liquor and Gaming grant and any others that we come across, we also will be asking for community donations and have already been told by some that they will donate. We have crops on the demo farm which will be put solely towards the new building. The committee have started a fundraising account for all the funds we receive to go straight into so it is evident that they are for the building rather than running costs.

At the moment our fundraising account sits at \$800 and our general account \$30,000, which we are very happy with.

We have started our fundraising with:

- raffles at the Brolga Hotel (\$120)
- Demo farm cotton crop 2019 (\$50,000)
- Recycling cans and bottles from Brolga (\$75 per week)
- Demo farm wheat crop 2018 (\$15,000)
- Applying for Government grants
- Pledges from local businesses

Current and projected costs (weekly)

Item	Current	Projected
Electricity	\$50	\$100
Insurance	\$ 50	\$100
Security	\$25	\$25
Maintenance	\$0	\$100
Rates/water/misc	\$0	\$25
Rent	\$160	\$??

We need 35 financial members to enable us to run at a profit after paying the necessities. We estimate that with the new facility we will exceed our current membership numbers and ideally we would like to see 100-120 members within our first year. Our members are currently locked into a minimum of 4 week memberships and we offer a special if they pay for 6 months in December and June.



8. Compliance.

Insurance

We are currently insured through Arthur J Gallagher, we pay for Property damage and consequential loss on one policy & Public and Property liability on another policy. We communicate often with the company to ensure our insurance covers everything. This will need revising and updating if our plan was successful and when we update our equipment.



9. Assets

Business premises & assets

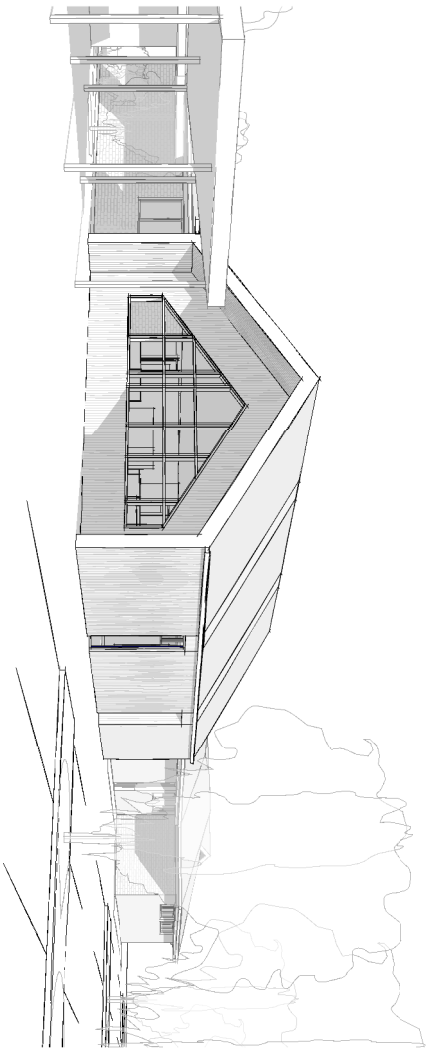
Sweatbox Community Gym currently has \$80,000 in assets, which is equipment alone. We currently pay \$160 per week in rent, which is leased through a local lady.

We aim to have a 99 year lease on the new premises.

LEGEND

- ① New separate amenities facility with change rooms, umpire room and seating veranda facing oval
- ② New concrete spectator seating steps
- ③ New exit driveway
- ④ Bus parking
- ⑤ Formalsed defined car parking
- ⑥ New pathway connections
- ⑦ Avenue trees to generate strong sense of arrival
- ⑧ View corridor to oval maintained
- ⑨ New shade trees
- ⑩ Upgraded playground with periphery fencing and new entry gate
- ⑪ Extended outdoor play space
- ⑫ Existing informal vehicle tracks contained by bollards and vegetation
- ⑬ New amenities facility with change rooms and veranda fronting oval
- ⑭ Existing shared pathway extended to connect with new amenities facility
- ⑮ Vehicle access through existing car park
- ⑯ Sealed driveway and carpark adjacent to new amenities
- ⑰ Reprofiled oval with raised centre to assist drainage
- ⑱ Upgraded and expanded stadium incorporating timekeepers room
- ⑲ Upgraded amenities building
- ⑳ Revegetated drainage gully incorporating native wetland plants





CURRENT SET OF DOCUMENT REVISIONS (WD)				
Sheet #	Sheet Name	Current Revision	Current Revision Date	Current Revision Description
A003	PROPOSED SITE PLAN	1	01/02/18	SKETCH DESIGN
A100	FLOOR PLAN	1	01/02/18	SKETCH DESIGN
A200	ELEVATIONS	1	01/02/18	SKETCH DESIGN
A700	3D VIEWS 1	1	01/02/18	SKETCH DESIGN

NOTE
ALL SELECTIONS TO BE CONFIRMED WITH CLIENT PRIOR TO PURCHASE

PROJECT	MURRUMBIDGEE COUNCIL
CLIENT	MURRUMBIDGEE COUNCIL
ADDRESS	21 Carrington Street, Darlington Point, NSW 2706
ORIGINAL ISSUE DATE	21/12/2017

JOB NO.
1739

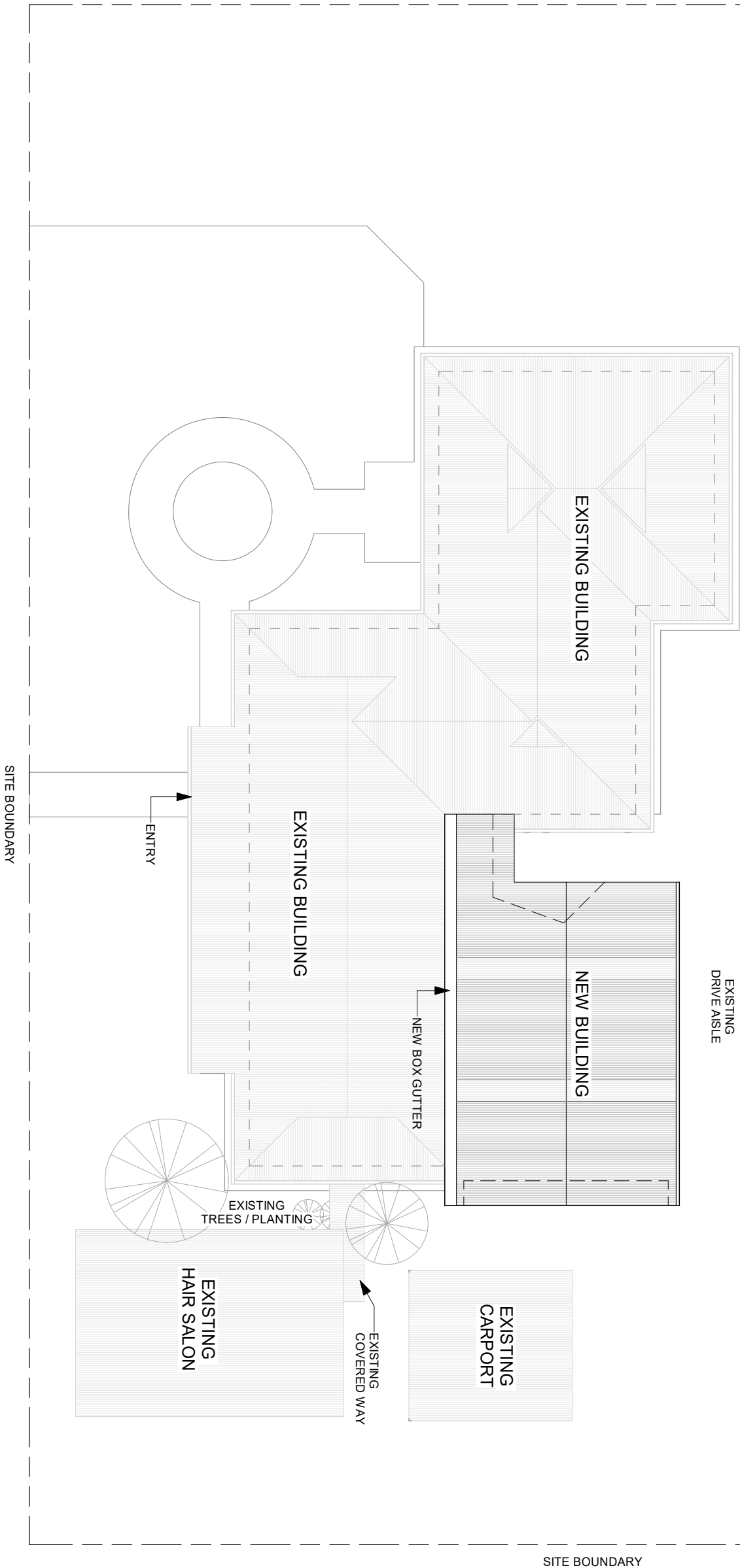
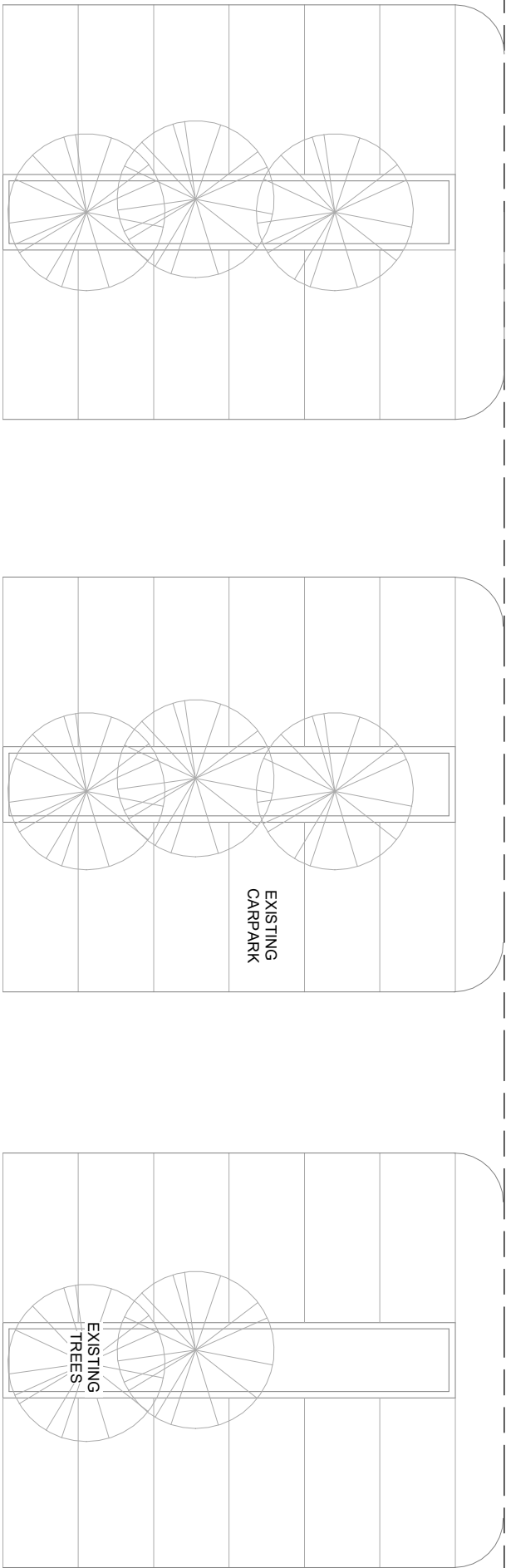
PRELIMINARY
energyarchitecture

Energy Architecture Pty Ltd
109 GROTE STREET, ADELAIDE, 5000
T 08 8410 4999 F 08 8410 2566

SKETCH DESIGN	
DWG NO. A000	ISSUE SK

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KERARBURY ST



CARRINGTON STREET

1 SITE PLAN

A200

1 : 200

SITE BOUNDARY

JOB NO.
1739

PRELIMINARY

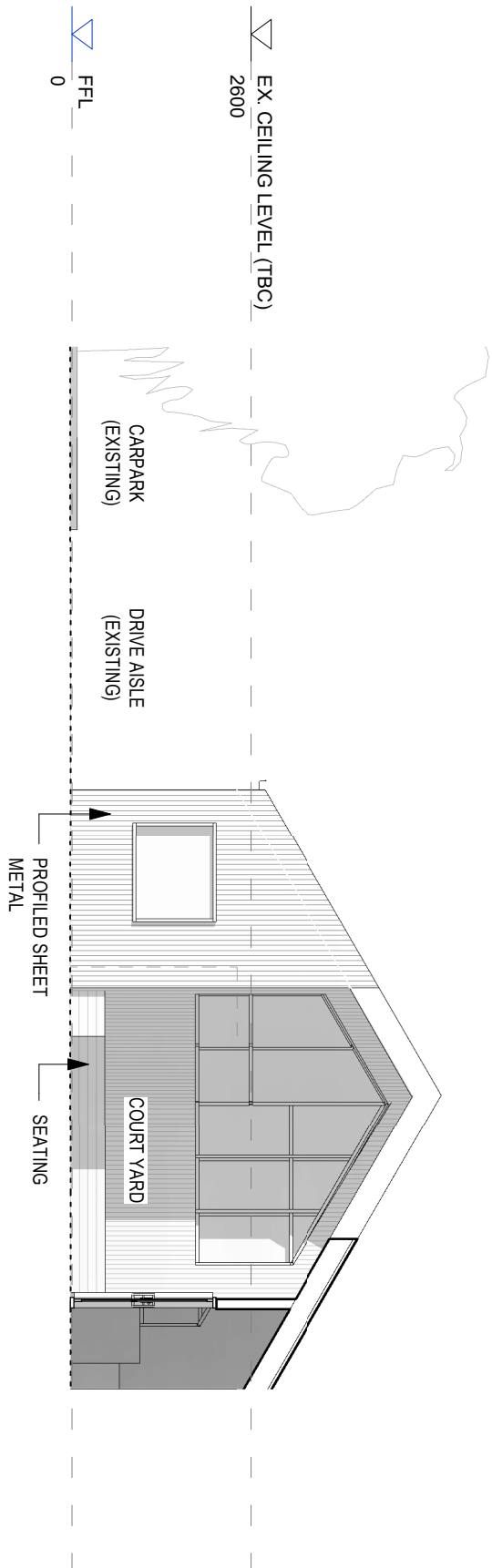
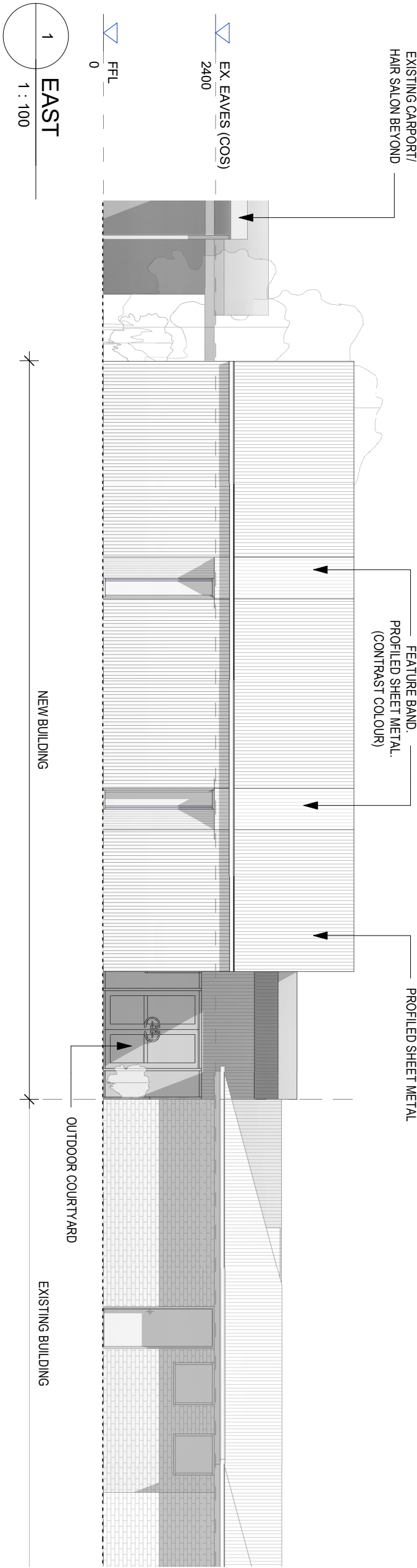
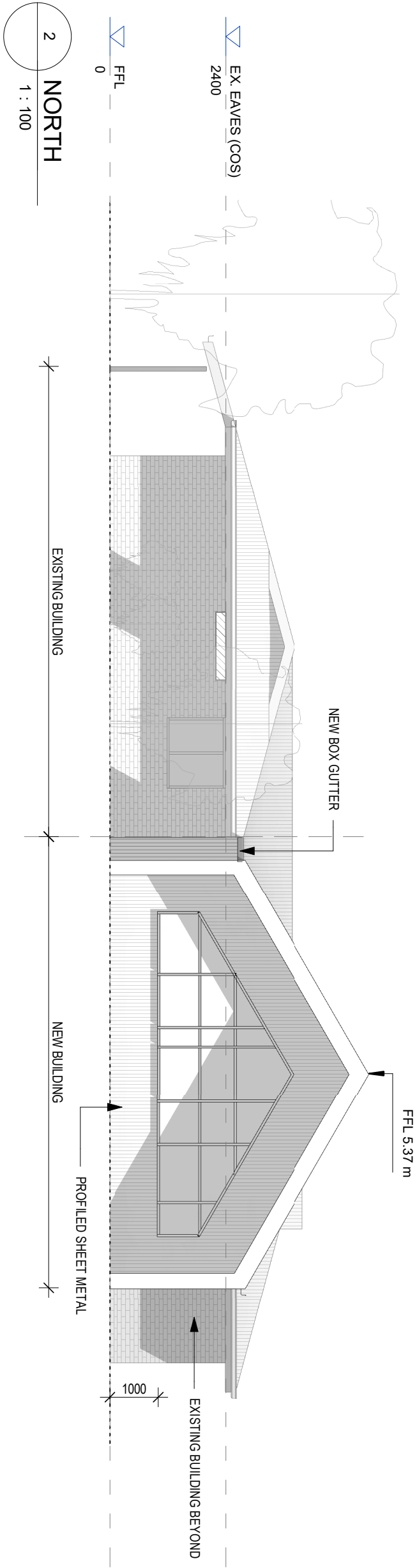
...on site. Inform Architect if conflict occurs between details. Ensure that any alterations to the documents are in writing before proceeding.

energyarchitecture

Energy Architecture Pty Ltd
109 Grote Street, Adelaide SA 5000
T 08 8410 4999 F 08 8410 2566

PROJECT MURRUMBIDGEE COUNCIL		CLIENT MURRUMBIDGEE COUNCIL	
ADDRESS 21 Carrington Street, Darlington Point, NSW		PLANNED BY OWNERS	
DATE / /		BUILDER	
ORIGINAL ISSUE DATE 21/12/2017		SHEET NAME PROPOSED SITE PLAN	
DRAWN Author	CHK Checker	REV. DATE COMMENT	
SIZE A3	SCALE As indicated	0 10/01/18 SKETCH DESIGN	
1 01/02/18 SKETCH DESIGN		SKETCH DESIGN	
DWG. NO. A003	REV. SK 1		

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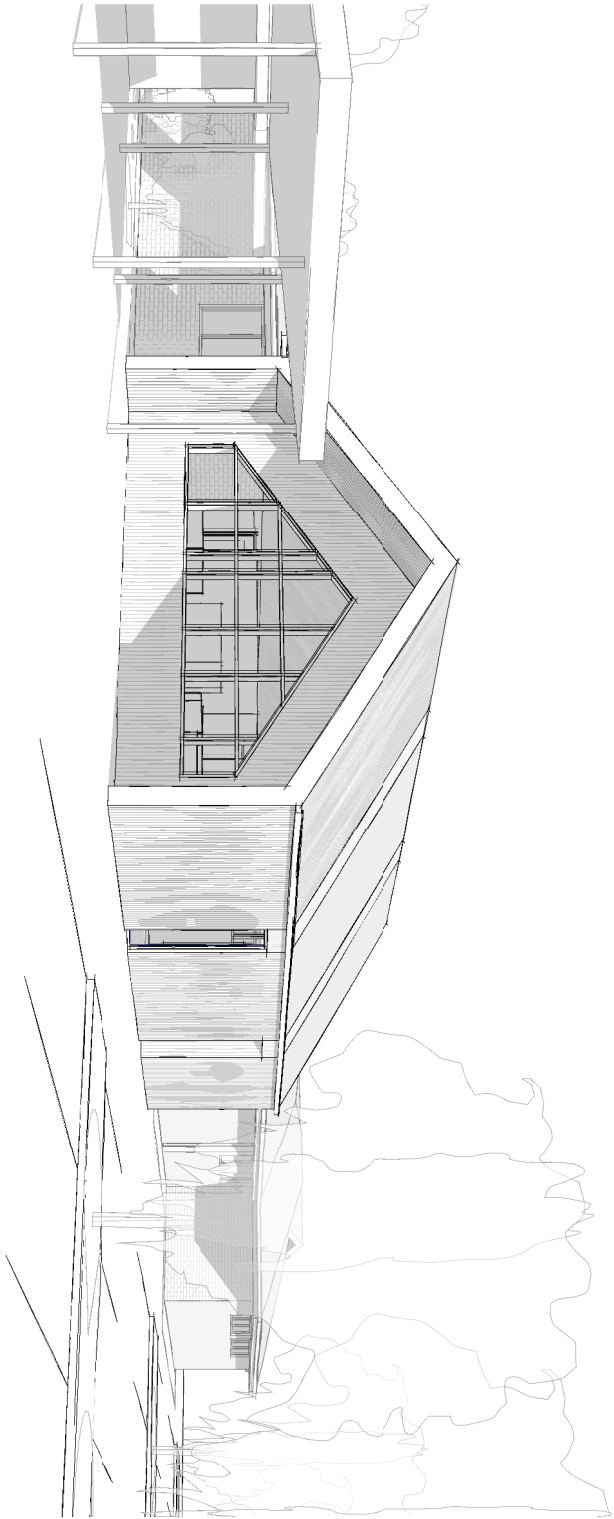
PRELIMINARY
DO NOT SCALE DIMENSIONS. Confirm all dimensions on site. Inform Architect if conflict occurs between details. Ensure that any alterations to the documents are in writing before proceeding.

energyarchitecture

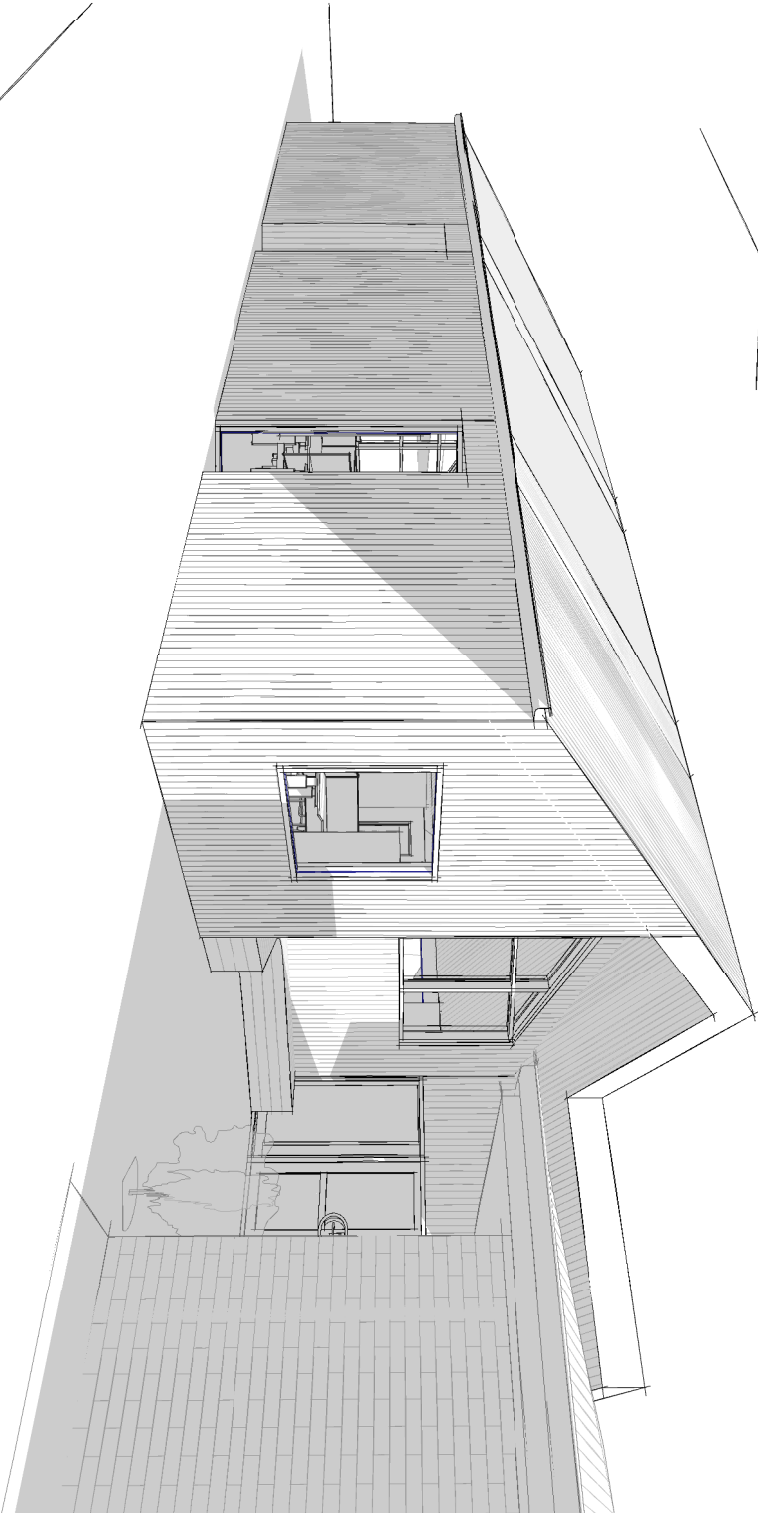
Energy Architecture Pty Ltd
109 Grote Street, Adelaide SA 5000
T 08 8410 4999 F 08 8410 2566

PROJECT MURRUMBIDGEE COUNCIL		
CLIENT MURRUMBIDGEE COUNCIL		
ADDRESS 21 Carrington Street, Darlington Point, NSW		
PLAN APPROVED BY 2706		
OWNERS		
BUILDER		
DATE / /		
ORIGINAL ISSUE DATE 21/12/2017		
SHEET NAME ELEVATIONS		
DRAWN Author	CHK Checker	
SIZE A3	SCALE 1 : 100	
REV.	DATE	COMMENT
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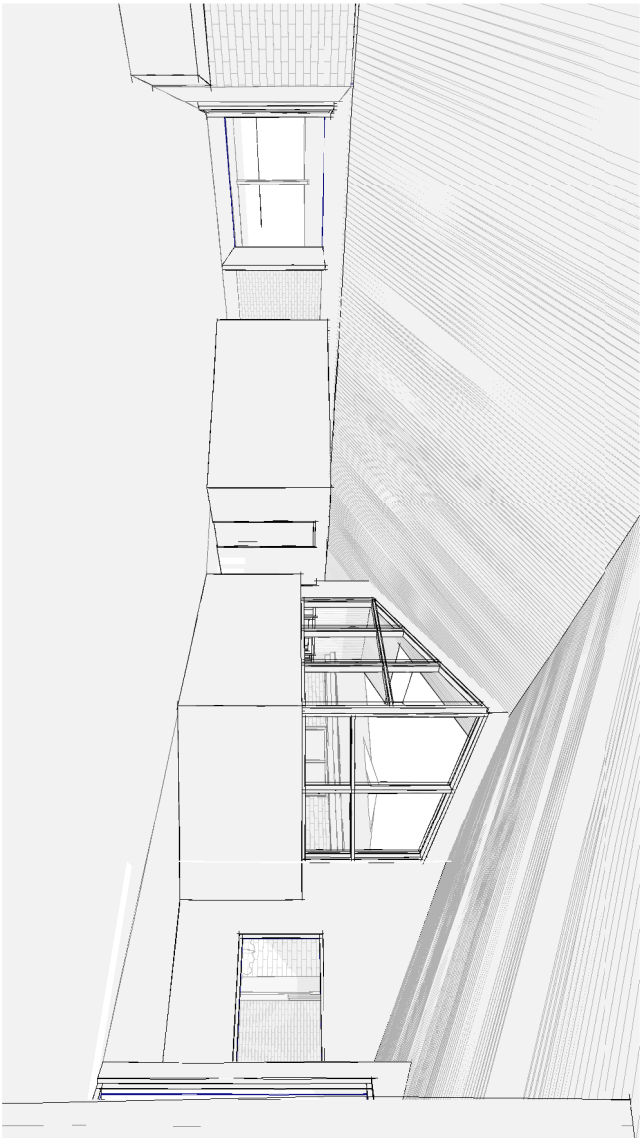
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1 3D VIEW



2 COURTYARD 3D VIEW



3 INTERIOR 3D VIEW

JOB NO.
1739

PRELIMINARY drawings on site. Inform Architect if conflict occurs between details. Ensure that any alterations to the documents are in writing before proceeding.

energyarchitecture

Energy Architecture Pty Ltd
109 Grote Street, Adelaide SA 5000
T 08 8410 4999 F 08 8410 2566

PROJECT
MURRUMBIDGEE COUNCIL

CLIENT
MURRUMBIDGEE COUNCIL

ADDRESS
**21 Carrington Street,
Darlington Point, NSW**

PLANNED BY
2706

OWNERS

BUILDER

DATE

ORIGINAL ISSUE DATE
21/12/2017

SHEET NAME

3D VIEWS 1

DRAWN

Author

CHK

Checker

SIZE

A3

SCALE

REV.

DATE

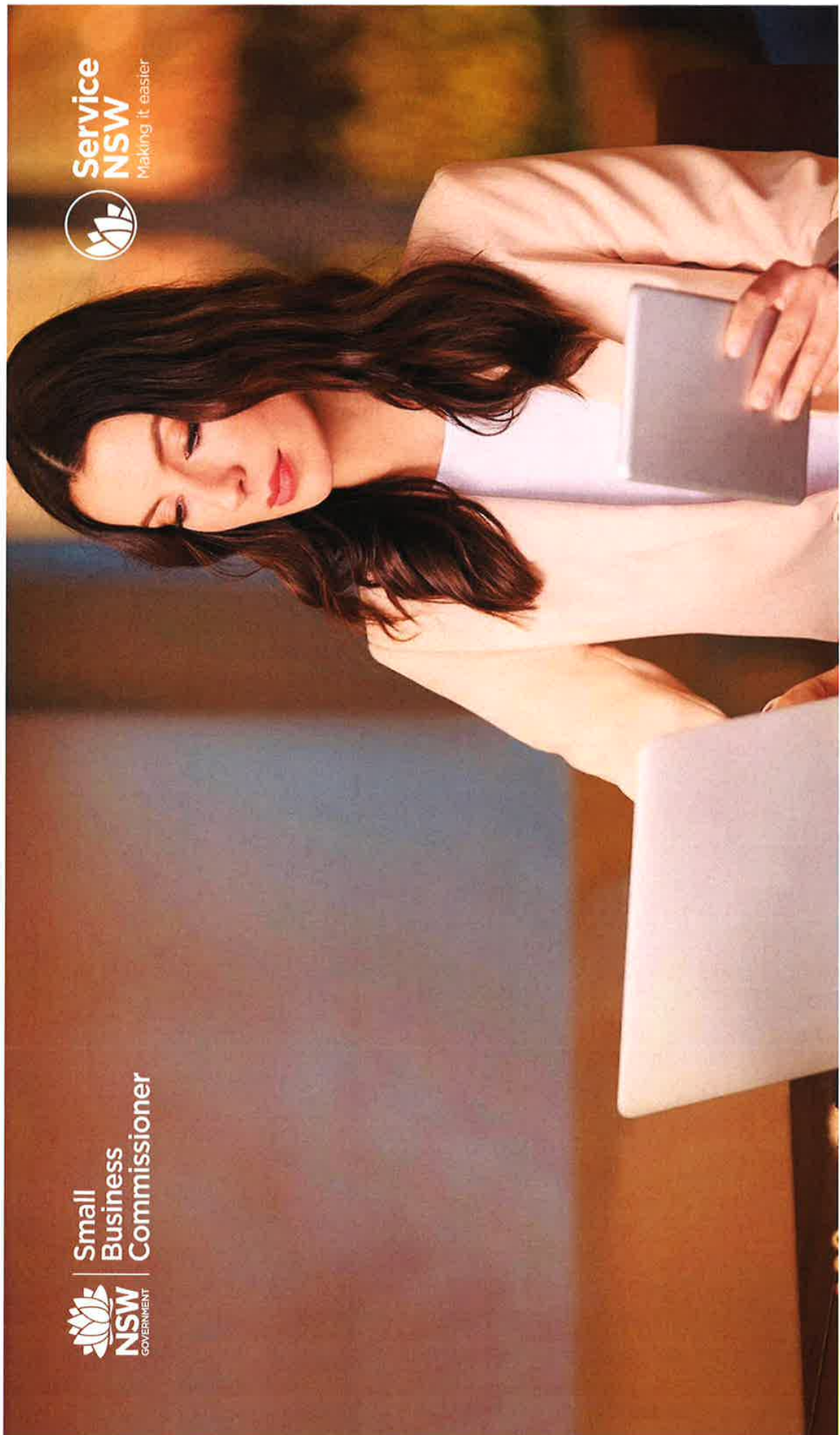
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1 01/02/18 SKETCH DESIGN

SKETCH DESIGN

DWG. NO. **A700** REV. **SK 1**

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Robyn Hobbs
NSW Small Business Commissioner
Easy to do Business Program Sponsor



**Small
Business
Commissioner**



**Service
NSW**
Making it easier



"Advances in technology and changes to the way we work are creating endless opportunities for small business to develop and grow. Easy to do Business will lead the way in removing barriers and making it faster and easier to start, grow and run a small business."

Winner of the 2017 Premiers Award for Creating Jobs, Easy to do Business is an important part of the work we are doing at the Office of the NSW Small Business Commissioner. It is an integral component of our Small Business Friendly Councils initiative, launched in 2014, that recognises and supports the important role local government plays in creating small business friendly environments in their communities."

Easy to do Business

A Service NSW and OSBC Partnership

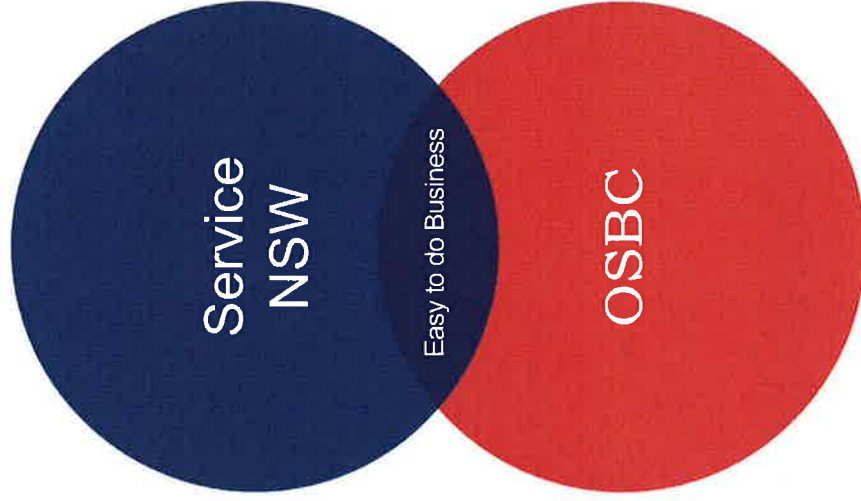


Small
Business
Commissioner



Making it easier

- Federal Government
- State Government
- Local Government

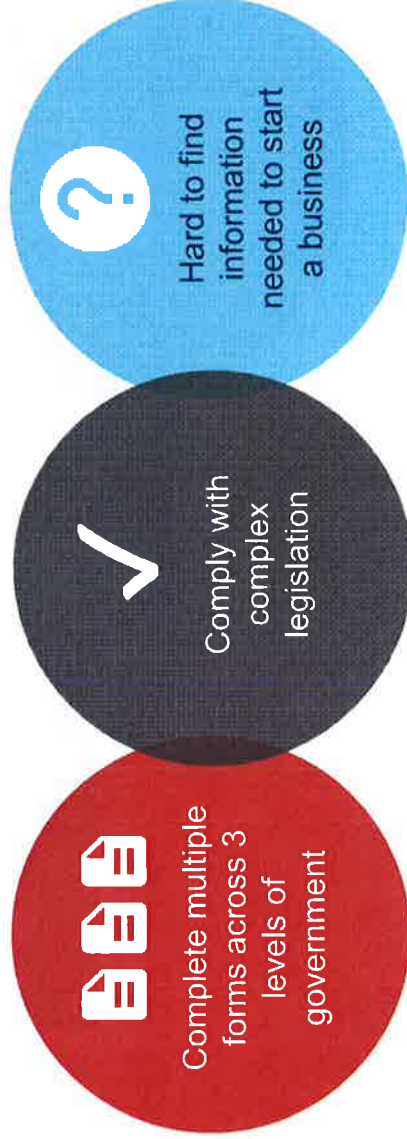


TRANSFORMATION

Small Business - the case for change

CUSTOMER

How do I secure and maintain all the required government licenses and cover all the regulations?



EASY TO DO BUSINESS

We're making it easier



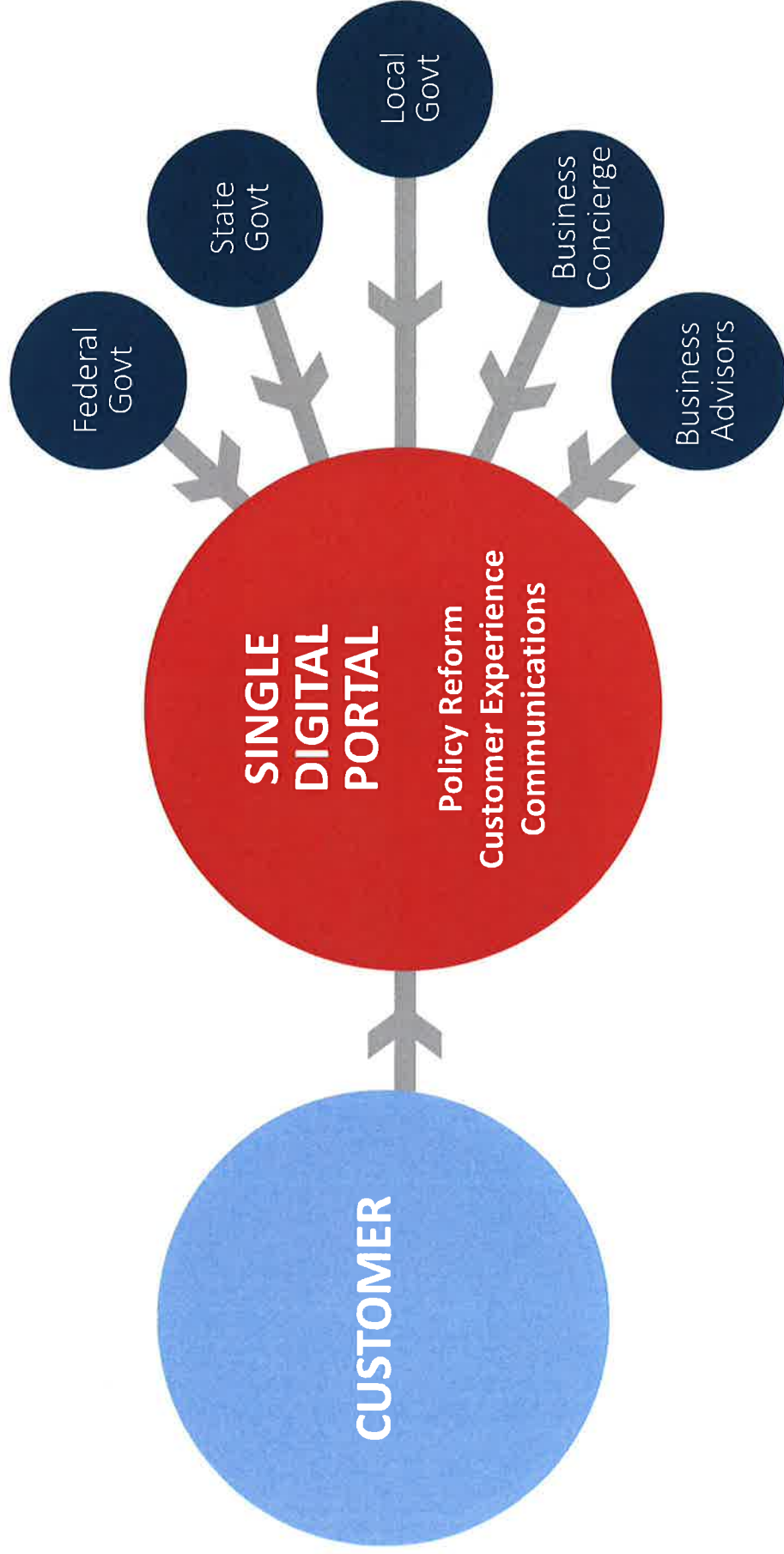
Looking to the future



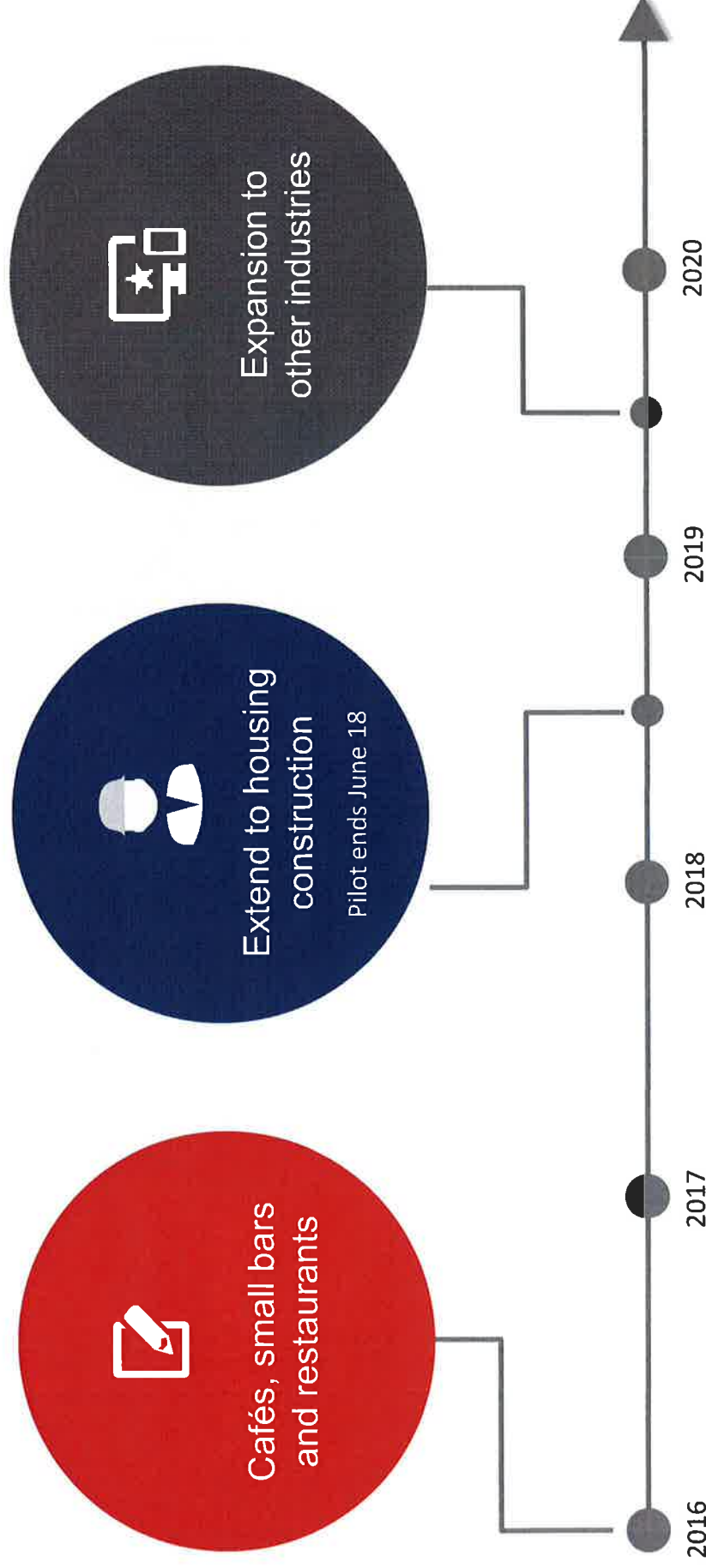
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Current program industries



Industry complexity



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13

Agencies



48

Forms



30+

Phone numbers



75

Regulations

Outcomes to date



Making it easier



<90

Days



1

Form



1

Phone number
and website



1

Business Concierge

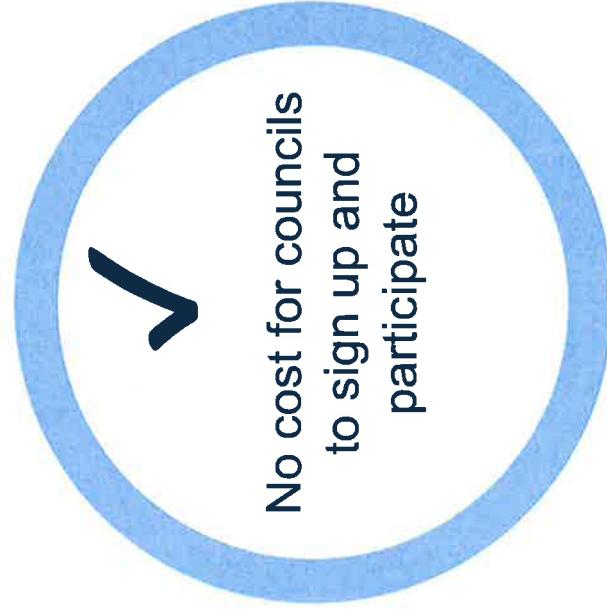
Key benefits for Councils



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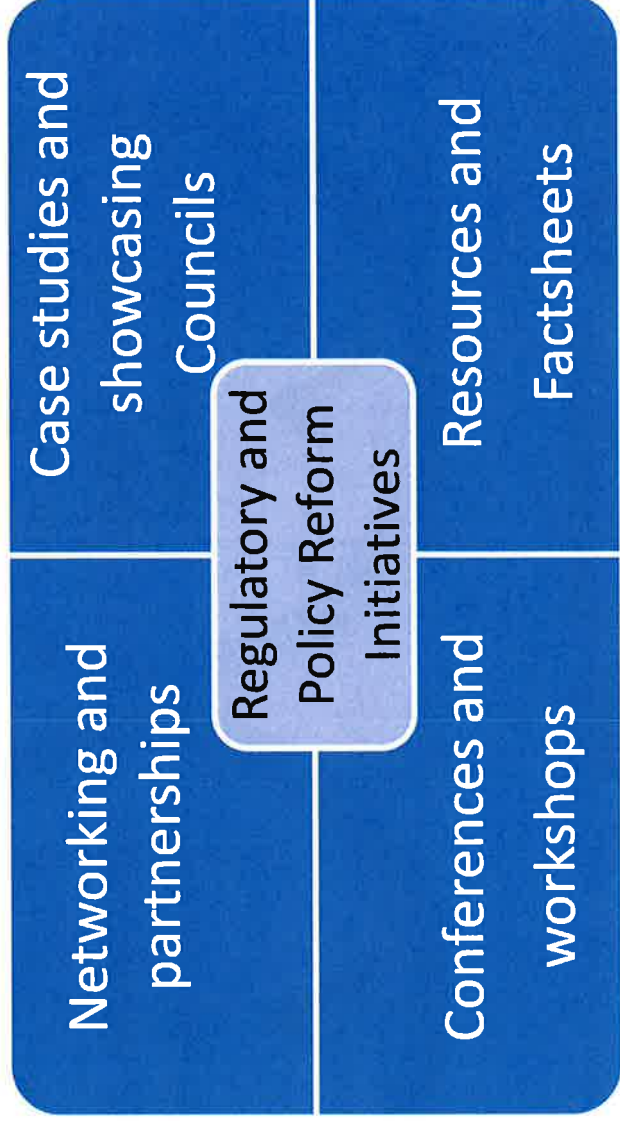
Small Business Friendly Councils initiative

More than half of NSW Councils have joined the Small Business Friendly Councils initiative since its commencement in 2014.

Around 60% of small business in NSW operate in a Small Business Friendly Council area.



The Small Business Friendly Councils initiative provides Councils with information, initiatives and resources that build capabilities and assist them to support local businesses.



True partnership



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Review
meetings

Joint events
and comms

Upcoming
industries

Positive
ratepayer
experience

From here . . .



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NEXT STEPS

**Council
Resolution**

**Operational
Readiness**

**Launch and
Announcement**

**Maintain
and Build**

Easy to do Business

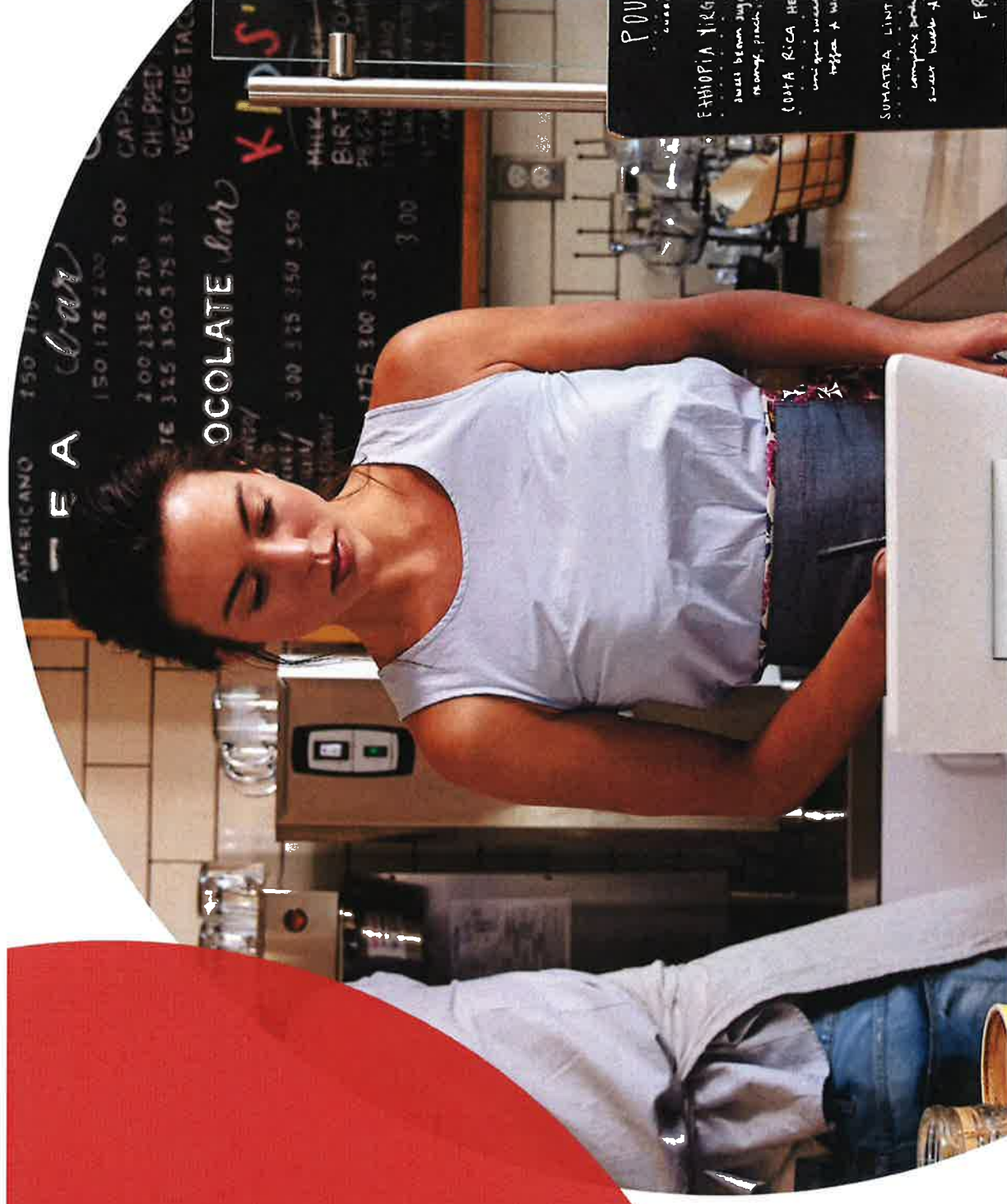
Program overview



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Opening and running a café, restaurant or small bar just got easier



**Service
NSW**

Easy to do Business



We're working with the Office of the NSW Small Business Commissioner to make it easier to do business.

Previously, cafes, small bars and restaurants would have to deal with up to 13 agencies, 75 regulations, up to 30 phone numbers and complete 48 forms, taking as long as 18 months to navigate. Our program has seen this reduced to one digital application and one phone number, reducing the opening time for businesses to 90 days or less.

We are creating a brand new way for businesses to interact with government through one online portal. Businesses in your community will receive step-by-step guidance and support across local, state and federal government requirements, whether they wish to open, grow or finalise their business.

Benefits for Councils include:

- Increased productivity with 'decision ready' applications and reduced transaction costs
- Effective tools to help boost your local economy, enabling more jobs in your region – and assisting Council to deliver on its strategic plan

You can also become a member of the Office of the NSW Small Business Commissioner Small Business Friendly Council initiative that supports Councils with information and resources, access to a networking group and free conferences to help build small business friendly capability.

With new sectors such as housing and construction being added in the near future, we are working hard to make it easier to do business in NSW.

For more information visit service.nsw.gov.au/business

service.nsw.gov.au • 13 77 88



**Small
Business
Commissioner**

Opening a café, restaurant or small bar just got easier



**Service
NSW**

Easy to do Business

One form,
one number
and a fast track
to opening
your business



We're making it easier to do business in NSW

We've reduced the time it takes to open a business from up to 18 months to just 90 days or less so you can get started sooner.

To get started, all you'll need is to complete a single form. Then you'll be partnered with a dedicated Business Concierge who will fast track your application through government.

That means you spend less time on the paperwork and more time on your business.

How you benefit

With Easy to do Business, you'll:

- Get a unique digital profile that can help you fast track the approval process across local, state and federal government
- Receive step by step guidance through the application process
- Have the support of a dedicated Business Concierge who can answer your questions, liaise with council, and review your applications to ensure they are 'decision ready'
- Know upfront the time, fees and effort involved.

“The team from Easy to do Business helped me liaise with Council so that I could focus on sourcing the best espresso machine for my café.”

Peter - Grounded Space



For more information visit
service.nsw.gov.au/business
or phone 13 77 88

Join our #EasytodoBusiness
conversations on:



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Easy to do Business

Memorandum of
Understanding

Memorandum of Understanding

1. MOU Details

Duration of MOU	
Commencement Date	
Service NSW Details	
Address	Level 20, 2-24 Rawson Place, Sydney NSW 2000
ABN	37 552 837 401
Service NSW Representative	Executive Director, EtdB – Kylie De Courteney
Phone	02 8059 2359
Email	kylie.decourteney@service.nsw.gov.au
Murrumbidgee Council Details	
Address	21 Carrington Street, Darlington Point, NSW 2706
ABN	53 573 617 925
Council Representative	Craig Moffitt, General Manager
Phone	1300 676 243
Email	mail@murrumbidgee.nsw.gov.au

2. Parties

This MOU is made between:

The State of New South Wales represented by Service NSW, ABN 37 552 837 401, whose address is Level 20, 2-24 Rawson Place, Sydney NSW 2000 (SNSW);

and

Murrumbidgee Council, ABN 53 573 617 925 of 21 Carrington Street Darlington Point NSW 2706 (The Council).

3. Background

1. This MOU sets out the agreed understanding of the parties and basis upon which the arrangement is entered into. The MOU is not legally binding.

2. Easy to do Business is a joint initiative of the Department of Premier and Cabinet, the Customer Service Commissioner, the Office of the NSW Small Business Commissioner and SNSW to make NSW the easiest state to do business.
3. SNSW has partnered with the Council to promote and deliver the Easy to do Business program to small business across New South Wales.
4. The purpose of this collaboration is to:
 - 4.1 help business owners open and grow a café, small bar or restaurant by providing a single online digital solution and personalised support, and
 - 4.2 make it easier to set up a business in New South Wales.
5. The Easy to do Business program is a free service for the Council and customers.
6. The Easy to do Business program will expand to include other industries and the entire small business lifecycle, in the future.

4. Term

- 4.1 This MOU commences on the Commencement Date specified in MOU Details and will continue unless terminated by either party.

5. Termination

Either Party may terminate this MOU by giving the other Party ninety (90) days' written notice.

6. SNSW's obligations

SNSW will:

- (a) ensure the Business Concierge will be the customer's single point of contact for queries relating to opening or growing their business
- (b) within two working days, call the customer to establish and understand the customer's ambition with respect to their business and outline how the program may be able to help
- (c) provide tailored information specific to each customer's needs
- (d) address customer queries relevant to any stage of the end-to-end journey
- (e) provide to the customer a detailed case management plan outlining all licences and approvals required to open or grow their business and the suggested pathway to completion
- (f) where a customer query cannot be immediately addressed, make contact with Council or the relevant federal or state government agency to source the additional information required and respond back to the customer as promptly as possible
- (g) escalate customer queries to the Council specialist team wherever questions become advice-based or highly complex
- (h) guide and support the customer through the online licence application processes

- (i) review, verify and validate customer applications against agreed criteria so as to improve the quality of applications submitted to Council.

7. Council's obligations

The Council will:

- (a) refer eligible customers to EtdB
- (b) provide guidance and information to the EtdB team to assist it to respond to customer queries, as required
- (c) communicate application outcomes to the customer and the EtdB team
- (d) provide updates on changes in the local area that may impact EtdB
- (e) identify local events and organisations that are opportunities to inform customers about EtdB
- (f) provide feedback on the effectiveness and performance of EtdB in the local area.

8. Review of MOU

The Parties agree to meet to discuss the terms and conditions of this MOU and to consider whether any variations or amendments need to be made.

9. Variations

This MOU may be varied by agreement of the Parties in writing.

10. Relationship

10.1 Cooperation

In carrying out its respective obligations under this MOU, the Parties agree to co-operate in a timely and effective manner with each other and to act in good faith.

10.2 Meetings

The SNSW Representative and the Council Representative agree to meet and discuss any matters relating to this MOU.

10.3 Issues

Each Party will keep the other informed in writing as to any issues arising and keep an ongoing written record of the status of each issue and when and how it was resolved.

11. Representatives of the Parties

11.1 Change of Representatives

- (a) The Parties should inform the other party about any change of Representative from that specified in MOU Details.

11.2 Power and authority of Representatives

The SNSW Representative and the Council's Representative:

- (a) are the agent of the respective Party for the purposes of doing anything to be under this MOU; and
- (b) have the authority to make and give, or accept, on the Party's behalf, any approvals, acceptances, directions, notice and other decisions that the Party may make and give, or accept, under this MOU.

12. Resolution of Disputes

- (a) Both Parties agree to attempt to act in good faith in carrying out their obligations under this MOU and to attempt to resolve any Dispute in good faith.
- (b) In the event of any dispute between the Parties under or in connection with this MOU, the Parties will:
 - (i) within seven days (or such other period agreed between the parties) of a Party providing notice of a dispute to the other Party, ensure that the SNSW Representative and Council Representative meet with a view to resolving the dispute; then
 - (ii) if the dispute is not resolved, within 14 days (or such other period agreed between the Parties) of that meeting, the Chief Executive of the Council (or delegate) will meet with the Chief Executive Officer of Service NSW (or delegate) with a view to resolving the dispute.
- (c) Any Disputes arising out of or in connection with the MOU which cannot be settled by negotiation between the Parties under clause 12 (b) shall be referred to mediation via the Resolution Institute - <https://www.iama.org.au>.
- (d) If a dispute arises from, out of, or in connection with this MOU, the Parties must attempt to resolve it in accordance with the Premier's Memorandum M1997 – 26 Litigation Involving Government Authorities.

13. Notices

13.1 General

Any notices under this MOU must be given by an Authorised Representative of the Parties.

13.2 Change of address

Each Party must notify the other Party in writing of any changes to notice details specified in MOU Details.

14. Non-binding Memorandum of Understanding

- (a) This MOU is not intended to create legally enforceable rights or obligations for either Party.
- (b) This MOU merely constitutes a statement of the mutual intentions of the Parties with respect to its contents and each Party represents to the other that:

- (i) no reliance will be placed on it;
- (ii) it does not constitute an obligation binding either side;
- (iii) it does not contain all matter upon which agreement must be reached in order for an agreement to be consummated;
- (iv) it creates no rights in favour of either party; and
- (v) for the avoidance of doubt and without limiting the above in any way, this MOU imposes no commitment on any person to proceed with an agreement.

15. Miscellaneous

15.1 Legal costs

Subject to any express provision in this MOU to the contrary, each Party must bear its own legal and other costs and expenses relating directly or indirectly to the preparation of, and performance of its obligations under this MOU.

15.2 Amendment

All amendments to this MOU and all consents, approvals, waivers and agreements made under this MOU must be evidenced in writing.

Signed for and on behalf of SNSW

Name: _____

Signature: _____

Position: _____

Date: _____

Signed for and on behalf of the Council

Name: _____

Signature: _____

Position: _____

Date: _____



Financial Hardship Policy

	Name	Position	Signature	Date
Responsible Officer	Vicki Sutton	Manager Finance		
Authorised By	Craig Moffitt	General Manager		

Document Revision History	
Revision Number:	
Previous Reviews:	
Next Review Date:	
Date adopted by Council:	
Minute No:	
Review Date:	
Minute Number:	
Review Date:	
Minute Number:	

Change History

Version	Change Details
V1	Initial policy
V2	
V3	
V4	
V5	
V6	
V7	

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Purpose

To provide a formal process for assisting ratepayers who may, due to exceptional circumstances, encounter difficulties with payment of their rates and/or charges

Objectives

To provide assistance to ratepayers including pensioners, experiencing genuine financial hardship, with the payment of rates and annual charges

To be sympathetic and helpful to such ratepayers experiencing financial hardship

To provide an administrative process and decision making framework to determine and assess hardship applications

To fulfil the statutory requirements of the Local Government Act 1993 with respect to hardship applications

Scope of Policy

This policy shall be applicable to all property owners within the Council boundaries.

Policy Implementation

Guidelines

Any ratepayer who cannot pay their rates and/or annual charges for reasons of financial hardship can apply to Council for assistance at any time.

Each individual case will be considered on its merits.

Council will treat all people fairly and consistently under this policy.

Council will consider all matters relating to this policy with complete confidentiality.

Council will treat people with respect and compassion in considering their circumstances.

Hardship Criteria

The following conditions apply to all applications under this policy:

That the property for which the hardship application relates is the principal place of residency or occupancy of the applicant, in line with guidelines for Pensioner Concession Subsidies

That an actual hardship exists and is genuine.

Application for Hardship

Consideration for hardship will only be given to cases on the following grounds:

Death/Terminal Illness: consideration will be given to waiving of interest on rates and annual charges for a specific term

Temporary illness or serious accident: consideration will be given to waiving interest on rates and annual charges for a specific term

Unemployment: consideration in structuring a hardship repayment plan that recognises financial constraints exist

Financial Hardship: with extenuating circumstances beyond the control of the ratepayer - consideration in structuring a hardship repayment plan that recognises financial constraints exist and consideration of interest waiver on rates and annual charges for a specific term.

Natural Disasters: (bushfire, flooding, drought) – consideration will be given to waiving interest for rates and annual charges for a specific term.

Valuation Changes: Council has discretion under S601 of the Act to defer payment of the whole or any part of an increase in the amount of rates payable by the ratepayer for such period and subject to such conditions as it sees fit

Ratepayers seeking concessions for financial hardship are to submit an application to Council outlining their particular circumstances and providing supporting documentation which may include, but is not limited to:

Copies of recent bank/financial institution statements

Details of income and expenditure (including monthly budget analysis)

Letter from a recognised financial counsellor or financial planner

A letter with details of the extent of the losses of property will be required with regards to applications under the natural disaster clause.

Applications for hardship caused through revaluation must be received within 3 months of the issue of rates notice in the first year of the General Revaluation for rating purposes has taken effect.

Procedures

The following procedures will be followed with all financial hardship concessions:

All hardship applicants shall be advised in writing of Council's decision within 30 days of receipt of the application.

Any applicant dissatisfied with Council's decision may request that the application be reconsidered. Such requests must be made within 7 days of being advised that the initial application was unsuccessful. After Council reconsiders the application and makes a determination the ratepayer has no further right of appeal. Any mutually acceptable repayment schedule will have a maximum 24 month term.

All repayment schedules are to be reviewed annually and upon the raising of further rates and charges

Any future rates and charges raised against the property are due and payable on the due dates.

Interest will be charged and then written off where a repayment schedule is adhered to and the arrangement provides for accrued interest to be waived.

Where a scheduled repayment default occurs, interest will be calculated and levied from the date of the last payment made in accordance with the repayment schedule. The ratepayer will be contacted in regard to the repayment default.

Amount of Hardship Concession

The amount of any financial hardship concession will be determined on the merits of each individual application but will be limited to the waiving of interest charges that would otherwise be applicable during the period of a mutually acceptable repayment arrangement.

Council reserves the right to vary the terms and conditions within this policy.

Privacy

Personal information collected as a consequence of this policy will only be used for the purposes of assessing eligibility under the policy and will not be used for any other purpose or disclosed to any person unless we are required by law to do so, or authorised to do so by the person to whom the personal information relates.

Legislation

Local Government Act 1993
Local Government (General) Regulation 2005
Privacy and Personal Information Act 1998