

Project Agreement

(Type A Funding - Financial Contribution Only)

For

[TBA Description Of Project]**

(“Project”)

[Description of the project (ensure consistency with description of project in the relevant deed of sc**]**

South Australian Housing Trust

(“SAHT”)

and

[TBA**]**

(ACN TBA *only include ACN if Pty Ltd or Ltd company*/ABN TBA)

(“Community Housing Provider”)

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AGREEMENT dated _____ day of _____ 20...

PARTIES:

SOUTH AUSTRALIAN HOUSING TRUST a statutory authority pursuant to the *South Australian Housing Trust Act 1995* (SA) of Riverside Centre, North Terrace Adelaide SA 5000 ("**SAHT**")

AND

TBA (ACN **TBA** *only include ACN if Pty Ltd or Ltd company* ABN **TBA**) of **TBA** ("**Community Housing Provider**").

BACKGROUND:

- A. This is a **Type A Funding - Financial Contribution** only Project and Project Agreement.
- B. By:
 - (a) agreement dated the ****TBA**** between SAHT and the Community Housing Provider titled Master Community Housing Agreement ("**Master Agreement**"); and
 - (b) deed executed on or about the date of this Agreement between SAHT and the Community Housing Provider titled Deed of Statutory Charge ("**Deed of SC**")SAHT agreed to support the Community Housing Provider, a 'not for profit' registered community housing provider in providing Community Housing as part of the Project. .
- C. ****Drafting variable delete if no Financier:** The Financier has agreed to provide financial accommodation to the Community Housing Provider in accordance with the terms and conditions articulated in the ****TBA**** dated ****TBA**** agreed and duly executed by Financier and Community Housing Provider. ******
- D. This Project Agreement is made pursuant to the terms and conditions of the Master Agreement.

IT IS AGREED:

PART 1 - DEFINITIONS AND COMMENCEMENT DATE

1. DEFINITIONS

The definitions and rules of interpretation as set out in the Master Agreement and Deed of SC apply to this Project Agreement.

2. **COMMENCEMENT DATE**

This Project Agreement commences on the date of execution by the last Party being the date as set out on page 1

PART 2 – PROJECT DETAILS

3. **PROJECT NAME**

****TBA-VARIABLE****

4. **PROJECT OUTCOMES**

**** TBA - VARIABLE ****

5. **PLANNING AND DEVELOPMENT APPROVAL**

**** TBA - VARIABLE ****

6. **MANAGEMENT OF DESIGN**

**** TBA - VARIABLE ****

7. **CONSTRUCTION PROCESS AND SUPERVISION**

7.1 **** TBA - VARIABLE ****

7.2 Key documents (development approval and any other required information) to be provided by the Community Housing Provider to the SAHT upon request).

8. **COMMENCEMENT AND COMPLETION DATES**

**** TBA - VARIABLE ****

PART 3 – PROJECT PROPERTY DETAILS

9. **PROPERTY DETAILS**

The Property the subject of this Project Agreement is as set out in the following table:

PROPERTY	
Property Address	Certificate of Title
** TBA - VARIABLE **	** TBA - VARIABLE **

PART 4 - FUNDING ARRANGEMENTS

10. DETERMINATION OF THE FUNDING FOR THE PURPOSE OF DETERMINING THE CONTRIBUTION REPAYMENT AMOUNT

For the purpose of clause 1.7 of the Deed of SC, “C” means the Funding as set out in the following table and any additional Funding (if any) provided to the Community Housing Provider by SAHT in relation to the Project under the Deed of SC or this Project Agreement including any agreed variations.

SAHT CONTRIBUTION	
Source of Contribution	Amount/Details
Cash Funding (GST exclusive)	\$[** TBA - VARIABLE**] (The amount of Funding relevant to a specific Project Property is as set out in the table below)
GST Component of Cash Funding	(\$[** TBA - VARIABLE**]) (The amount of Funding relevant to a specific Project Property is as set out in the table below)
Total Funding Contribution	\$[** TBA - VARIABLE**]

PARTICULARS OF SAHT CONTRIBUTION				
Property Address	CT	GST Exclusive	GST Component	Total
TBA	TBA	\$ TBA	\$ TBA	\$ TBA
TBA	TBA	\$ TBA	\$ TBA	\$ TBA
TBA	TBA	\$ TBA	\$ TBA	\$ TBA
TBA	TBA	\$ TBA	\$ TBA	\$ TBA

11. USE OF FUNDING

The Community Housing Provider must use the Funding as follows:

USE OF FUNDS	AMOUNT
[** TBA - VARIABLE relating to construction of dwellings etc**]	\$[** TBA - VARIABLE **]
[** TBA - VARIABLE **]	\$[** TBA - VARIABLE **]
Projected Total Cost	\$[** TBA - VARIABLE **]

12. PAYMENT OF FUNDING

Subject to the terms of the Master Agreement SAHT shall pay the Funding to the Community Housing Provider in accordance with the following:

MILESTONE	AMOUNT (INCLUSIVE OF GST)
[** TBA - VARIABLE **]	\$[** TBA - VARIABLE **]
[** TBA - VARIABLE **]	\$[** TBA - VARIABLE **]
Total Payments	\$[** TBA - VARIABLE **]

13. ESTIMATED NET ANNUAL CASH SURPLUS OR DEFICIT

The estimate net annual cash surplus or deficit for the Project is set out in the following table:

ESTIMATED OPERATING CASH FLOWS	ANNUAL AMOUNT
[** TBA - VARIABLE **]	\$[** TBA - VARIABLE **]
[** TBA - VARIABLE **]	\$[** TBA - VARIABLE **]
[** TBA - VARIABLE **]	\$[** TBA - VARIABLE **]

*Market rent estimated at \$[**TBA**] per property per week.

14. INSURANCE

- 14.1 The Community Housing Provider must at all times effect and maintain the insurance policies described in the Master Agreement, and any additional insurance policies specified in the Special Conditions to this Project Agreement, for the Project Property.
- 14.2 The Community Housing Provider must promptly provide SAHT with comprehensive details of:
- 14.2.1 any individual claim under any policy of insurance for the Project Property which exceeds \$20,000.00; and
- 14.2.2 all claims (regardless of the individual amount) once the aggregate of all claims under all policies of insurance taken for the Project Property exceeds the amount of \$50,000 per annum for any year (being each one year period ending 30 June during the Term).
- 14.3 The Community Housing Provider acknowledges and agrees that it is the Community Housing Provider's responsibility to assess and consider the risks inherent in its obligations under the Master Agreement, this Project Agreement and the relevant Deed of SC in relation to the Project Property and the scope of any insurance desirable or necessary to manage that risk. SAHT in specifying levels or insurance accepts no responsibility for the completeness of their listing, the adequacy of the sum insured, limit of liability, scope of coverage, conditions or exclusions of those insurances in respect of how they may or may not respond to any loss, damage or liability.

- 14.4 The Community Housing Provider must upon request by SAHT provide SAHT with copies of the insurance policies and the cover notes or certificates of currency in respect of each insurance policy effected for the Project Property.

15. PRE-APPROVED FINANCIAL ACCOMMODATION

[**Variable. If there is no Pre Approved Financial Accommodation then delete the table and clauses 14.1 to 14.3 (but not clause 14 and heading as will effect numbering) and put 'Not Applicable' (i.e. similar to clause 15 below)]

DETAILS OF PRE APPROVED FINANCIAL ACCOMMODATION	
Name of Financier ("Financier")	[TBA]
Amount of Pre-Approved Financial Accommodation	[TBA]
Security to be taken by Financier	[TBA]
Deed of Priority to be entered into between SAHT, the Community Housing Provider and the Financier	[Yes/No] (*)
(*) The amount of Pre-Approved Financial Accommodation approved by SAHT to be the subject of the Deed of Priority.	

[Drafting Note: To be deleted if not relevant to the Project]

- 15.1 The terms and conditions relating to the provision of debt financing for the Project are articulated in the [TBA] that have been/or are to be executed by the Financier and the Community Housing Provider ("**Terms of Debt Financing**").
- 15.2 If the Terms of Debt Financing change such that it is reasonably likely to have an adverse impact on either:
- 15.2.1 the performance of the Community Housing Provider of its obligations under the Master Agreement or Deed of SC in relation to the Project;
 - 15.2.2 SAHT in connection with its rights or obligations under the Master Agreement or Deed of SC in relation to this Project; or
 - 15.2.3 the financial viability of this Project
- then the Community Housing Provider must promptly advise SAHT in writing of those concerns, the measures taken to address them and any additional measure required to address these concerns.
- 15.3 Where the Community Housing Provider provides notice in accordance with the above clause, the SAHT and the Community Housing Provider will request that SAHT, the Community Housing Provider and the Financier negotiate in good faith to address the concerns relating to this Project.

PART 5 - SPECIAL CONDITIONS

16. **SPECIAL CONDITIONS**

[Drafting variable **]**.

EXECUTED AS AN AGREEMENT

SIGNED for and on behalf of the)
SOUTH AUSTRALIAN HOUSING TRUST)
by such person(s) who are duly authorised in that)
regard:)

.....
Signature of Authorised Person

[Print Name:]

.....
Signature of Authorised Person

[Print Name:]

[Variable execution clauses**

EXECUTED AS AN AGREEMENT by)
[TBA] (ACN [TBA]))
by two of its Directors or by one of its Directors)
and the Company Secretary in accordance with)
Section 127 of the *Corporations Act 2001*)

.....
Director

[Print Name:]

.....
Director/Secretary*

[Print Name:]

*Delete the inapplicable

[Option 2 for use where incorporated association (i.e. 'Incorporated' or 'Inc.')

EXECUTED AS AN AGREEMENT by **[TBA]**)

(**ABN [TBA]**))

by such person(s) who are duly authorised in that)

regard:)

.....

Signature of Authorised Person

[Print Name:]

.....

Signature of Authorised Person

[Print Name:]
