



**Australian Government**  
**National Indigenous**  
**Australians Agency**



**NIAA**

Submission Reference:  
**VCY59MD**

## Aboriginals Benefit Account (ABA) Open Grant Opportunity

# Application Information

The ABA is a statutory special account established by the Aboriginal Land Rights (Northern Territory) Act 1976 (ALRA). The ABA receives and distributes monies from the Commonwealth based on the value of royalties generated from mining on Aboriginal land in the NT.

The ABA Open Grants provide funding for activities that address the objective of benefiting the lives of Aboriginal people living in the NT. ABA Open Grants fund activities, projects/services that are delivered in the NT and are for the benefit of Aboriginal people.

Please note: ABA grant funding may now be considered for multi-year projects, administrative costs, or wages component for non-ongoing employees and may now be used for multi-year projects and is no longer restricted to one-off projects.

Projects funded under subsection 64(4) of the ALRA should align with the objective and outcome/s of one of the four following categories:

- 1) Supporting Enterprises
- 2) Supporting Community
- 3) Supporting Culture, Language and Leadership
- 4) Supporting Land, Sea and Waters Management and Use.

The Australian Government has committed to increase funding to Indigenous organisations where grant funding aims to benefit Indigenous Australians.

For business/enterprise applications you must consult with IBA. This will provide an independent assessment of viability on your proposal. For applications relating to land acquisition, land management or agriculture you must consult with ILSC. This will provide an independent opinion on your proposal.

Proposed grant activities, projects or services should not be the responsibility of mainstream Government funding (although projects that are the responsibility of mainstream funding may be considered if that funding is not immediately or soon available). Such proposals may be considered where the budget may not be available in the short term.

## Grant Round Administration

This grant round is being administered by the National Indigenous Australians Agency.

## Closing Date/Time

Applications must be submitted by **11:59pm Australian Eastern Standard Time (AEST) Friday 30 June 2023**.

## Making Sure Your Application is Saved

Upon exiting the form please ensure that you use the 'Save and Exit' button. The 'Continue' button should only be used as you intend to progress through the form. For your Application to be saved when exiting, you will need to click on:

- 'Save and Exit', and
- 'Confirm'.

You will know that your application is saved when you are taken from the current form process to the 'Form Saved' page.

Note that the 'Save and Exit' button will ask that you 'Confirm' that you wish to save the Application, which you must do to complete the save process. If this is not done, your Application will not be saved.

You can return to your Application with the data saved using the link on the 'Form Saved' page that says 'Click here to return to your form' and confirming your submission reference ID details.

## Grant Opportunity Documents

Read all information in the Grant Opportunity Documents before completing this Application Form. The Grant Opportunity Documents are available on the [https://www.grants.gov.au/\(https://www.grants.gov.au/\)](https://www.grants.gov.au/(https://www.grants.gov.au/)) and [https://www.niaa.gov.au/indigenous-affairs/grants-and-funding/\(https://www.niaa.gov.au/indigenous-affairs/grants-and-funding/\)](https://www.niaa.gov.au/indigenous-affairs/grants-and-funding/(https://www.niaa.gov.au/indigenous-affairs/grants-and-funding/)) websites. Applications will be assessed using the process outlined in the Guidelines.

## Application Help

Information about the Application process is available on the [https://www.grants.gov.au/\(https://www.grants.gov.au/\)](https://www.grants.gov.au/(https://www.grants.gov.au/)) and [https://www.niaa.gov.au/indigenous-affairs/grants-and-funding/\(https://www.niaa.gov.au/indigenous-affairs/grants-and-funding/\)](https://www.niaa.gov.au/indigenous-affairs/grants-and-funding/(https://www.niaa.gov.au/indigenous-affairs/grants-and-funding/)) websites.

Applicants must submit any questions relating to the Program or this Application process in writing to [aba@official.niaa.gov.au](mailto:aba@official.niaa.gov.au) (mailto:aba@official.niaa.gov.au). Applicants may submit these questions up until five business days prior to the Closing Time and Date. A response will be provided within five business days.

Applicants may direct any general enquiries, requests for technical help or support in using and/or submitting the Application Form by:

- Phone **1800354612**
- Email to [aba@official.niaa.gov.au](mailto:aba@official.niaa.gov.au) (mailto:aba@official.niaa.gov.au)

## Attachment Limits

This Application Form allows users to attach files to support their application, where directed to do so. The maximum size for individual attachments is no larger than 2MB and the form will not accept individual attachments above this size. Please plan to modify your attachment files accordingly if necessary.

### Accepted file types:

.bmp, .doc, .docx, .gif, .jpeg, .Jpg, .msg, .pdf, .png, .pps, .ppt, .pptx, .txt, .xls, .xlsb, .xlsx.

**Note:** Compressed files, such as .zip, .rar, are not accepted and foreign characters should not be used in file names.

## Sharing this Form

More than one person should not access this form at the same time. If this is done there is a risk that information entered in the form may be lost and not transferred upon submission. If you wish to share this form and access details, please ensure that only one user edits the form at any given time.

To avoid any issues with your submission, ensure each contributor has completed their updates, saved their changes and exited the form prior to another person accessing the same form.

## Submission Reference ID

Each Application Form is allocated a unique Submission Reference ID. Each time this Application is accessed you will be required to use this Submission Reference ID.

## Submitting Application Form

Once you have completed this Application Form, you must submit it electronically by using the submission section at the end of this form.

Please note: there may be short, scheduled outages to systems as part of regular information technology maintenance that may affect submission of this form. Notification of these outages will be on the website.

Following electronic submission, a message with your Submission Reference ID will appear on your screen. An email will be sent to the main email contact provided in the Application Form. A function is also available on the submission page to allow you to send a receipt email to the address of your choosing. Please save this email receipt for future reference and use it in all correspondence about this Application.

**Note:** Applications will be assessed using the process outlined in the Grant Opportunity Documents. Applicants will be notified of the grant funding outcome on completion of the assessment process.

## National Relay Service (NRS)

The National Indigenous Australians Agency uses the NRS to ensure our contact numbers are accessible to people who are deaf or have a hearing or speech impairment. Please phone 133677 to access the NRS.

## Australian Tax Office Reporting

The National Indigenous Australians Agency will need to report details of payments made to the Australian Taxation Office (ATO) as part of the taxable reporting obligations for government entities.

In general terms, the types of payments to be reported to the ATO are:

- Payments made for grants to entities with an Australian Business Number (ABN);
- Payments made for services.

If you receive a payment from the Department that meets the ATO criteria, it will be reported to the ATO as part of the *Taxable payments annual report*.

Further information is available on the [Australian Taxation Office \(http://www.ato.gov.au/\)](http://www.ato.gov.au/) website.

## Privacy

The National Indigenous Australians Agency, supported by the Community Grants Hub, uses an integrated Smartform service assisted by the Department of Industry, Science, Energy and Resources on [www.business.gov.au \(http://www.business.gov.au\)](http://www.business.gov.au/).

If you are providing information to access a non-Department of Industry, Science, Energy and Resources program, that information will not be accessed by Department of Industry, Science, Energy and Resources employees. The only exception to this is where Senior Analysts within the Department of Industry, Science, Energy and Resources require access to your information for the sole purpose of troubleshooting technical errors. Where this occurs Senior Analysts will only access the data with permission and at the request of client agencies.

The National Indigenous Australians Agency, supported by the Community Grants Hub, will be able to access the Application as part of the form support services.

By submitting the Application you acknowledge that the information provided in the Application may be shared with other Commonwealth and law enforcement agencies for the prevention and detection of fraud.

For more information about how the Department of Industry, Science, Energy and Resources protects your privacy and personal information, please see the Department of Industry, Science, Energy and Resources' [Privacy Policy \(https://www.business.gov.au/legal-notices/privacy\)](https://www.business.gov.au/legal-notices/privacy). The Community Grants Hub [Privacy Policy \(https://www.communitygrants.gov.au/privacy\)](https://www.communitygrants.gov.au/privacy) and [WCaG Accessibility \(https://www.communitygrants.gov.au/accessibility\)](https://www.communitygrants.gov.au/accessibility) Information and the National Indigenous Australians Agency [Privacy](#)

Policy(<https://www.niaa.gov.au/pmc/who-we-are/accountability-and-reporting/privacy-policy>) should also be read and understood.

## Use of Information

Your Submission Reference is:

**VCY59MD**

**Please send yourself a link to this saved form by entering your email address below. This email will detail your Submission Reference, the date and time this application process will close, and a link to access your saved form.**

If you have any questions relating to this Application phone 1800354612 or email [aba@official.niaa.gov.au](mailto:aba@official.niaa.gov.au) (<mailto:aba@official.niaa.gov.au>).

Your email address\*

s47F@endorta.com.au

Confirm your email address\*

s47F@endorta.com.au

## Use of Information

The National Indigenous Australians Agency may use the information, other than personal information, provided in this Application Form to assist it to:

- comply with the Australian Government requirement to publish the details of all grant recipients on the GrantConnect website,
- inform staff negotiating and establishing Grant Agreements of risks and issues that need to be addressed in the Grant Agreement for that program, and/or
- inform future assessments for Applications.

All information including personal information provided in this Application may be shared with other Commonwealth and law enforcement agencies for the purpose of preventing and detecting fraud. This includes personal information of any third party provided in this Application.

You can only apply if you agree to the use of the information you provide in this form for the purposes listed above.

Check this box if you agree to the use of the information you provide in this Application Form.

☒ I agree\*

## Existing Grant Recipient

### Is the Applicant an existing Grant Recipient? \*

You must respond to this question.

Select 'No' if the Applicant is not an existing recipient of a grant through the National Indigenous Australians Agency or Community Grants Hub.

Select 'Yes' if the Applicant is an existing recipient of a grant through the National Indigenous Australians Agency or Community Grants Hub. If yes is selected you then must enter your organisation ID number in the next field. The Applicant's organisation ID number should be entered as it appears on the Grant Agreement. After entering the organisation ID, click on the 'Search' button to validate the ID to bring back key organisation details for this Application. Should there be any issues with validation, a message will be returned to give a choice on actions to progress. If you require assistance, please call 1800354612.



☐ Yes ☒ No

## Applicant Details

Are you applying as a Trustee on behalf of a Trust? \*

**Note:** The Trustee will enter into a Grant Agreement with the National Indigenous Australians Agency (should the applicant be successful).

☐ Yes ☒ No

Does the Organisation have an Australian Business Number (ABN)? \*

You must respond to this question. For further details refer to <http://www.abr.business.gov.au/> (<http://www.abr.business.gov.au/>).

☒ Yes ☐ No

Enter your ABN into the Australian Business Number (ABN) field and click the Validate ABN button to retrieve your registration details.

Australian Business Number (ABN) \*

42925497476

Enter the ABN Branch Number relevant to the Applicant's ABN, if applicable. This is limited to 3 digits.

ABN Branch Number

**Note:** If the details displayed are out of date or incorrect, please update them now via the Australian Business Register website (<https://www.abr.gov.au/>) then re-enter and validate the ABN.

Australian Company Number (ACN) / Australian Registered Body Number (ARBN)

Legal/registered entity name \*

SILVERTON, JANE KATIE

If you have Business Names registered, you can select the relevant Business Name. If you have not registered your Business Name, you can either select "Same as Legal Entity" or "Other" in the "registered business name" field. If "Other" is selected, you will be asked to provide the Applicant's registered business name in another field that will become available.

Business name of the Applicant \*

ENDORTA

Date of registration of ABN

31 Mar 2021

Australian Business Register (ABR) provided Entity Type

Individual/Sole Trader

State

NT

Postcode

0875

☐ GST Registered - Checkbox is ticked if the Applicant is GST Registered.

☐ Registered as Charity - Checkbox is ticked if the Applicant is registered as a charity with the Australian Charities and Not-for-profit Commission (ACNC).

Does the Organisation have any of the following types of Incorporation Number: Australian Company Number (ACN), Australian Registered Business Number (ARBN), Registration Number, Indigenous Corporation Number (ICN), Incorporated Association Number (IAN)? \*

**Note:**

An ACN (Australian Company Number) is a nine-digit number issued by the Australian Securities and Investments Commission (ASIC). It is a unique identifier purely for companies incorporated under the Corporations Act 2001 of the Commonwealth.

An ARBN (Australian Registered Body Number) is a nine-digit number issued by the Australian Securities and Investments Commission (ASIC). Some organisations can only conduct business in their 'home' state or territory. By becoming a registered Australian body, these organisations can trade throughout all states and territories within Australia.

A Registration Number is a form of Incorporation Number for a Cooperative that has been established and/or registered under the relevant legislation in the State or Territory in which they were formed.

An ICN (Indigenous Corporation Number) is a number issued by the Office of the Registrar of Indigenous Corporations under the Corporations (Aboriginal and Torres Strait Islander) Act 2006 – CATSI Act.

An IAN (Incorporated Association Number) is a number given to an Incorporated Association that has been incorporated or registered under the relevant incorporated associations legislation in the State or Territory in which they were formed.

☐ Yes ☒ No

What is the registered business address and main contact details of the Applicant?

The business address must be completed in full and not be a PO Box. For example: Level 1 Main Building 220 Business Street Canberra City ACT 2601

**Note:** the address fields accept the characters of A to Z, 0 to 9, ( ) , ' & - / \ @, all other characters including carriage returns are not accepted.

Please note that if an Applicant selects 'Unable to validate' following an initial failed validation attempt, the National Indigenous Australians Agency will use this non-validated address for correspondence.

Floor / Building; Unit; Apartment

Street number, name and type\*

Suburb/Town\*

State\*

Postcode\*

**Address NOT Validated**



☒ Unable to validate

Main Telephone\*



Main email address\*

s47F@endorta.com.au

Web address

## What is the postal address of the Applicant?

The postal address must be completed in full. For example: Level 1 Main Building 220 Business Street Canberra City ACT 2601 Note: the address fields accept the characters of A to Z, 0 to 9, ( ) . , ' & - / \ @, all other characters including carriage returns are not accepted.

☒ Same as business address above

## What is the Applicant's financial email address for the receipt of National Indigenous Australians Agency payment advice should the Application be successful?

You must respond to this question. 350 character limit.

The email address must be entered in a valid format without spaces (eg. example@business.com.au).

Payment advice includes Recipient Created tax invoices (RCTIs).

Financial email address\*

s47F@endorta.com.au

## Does the Applicant operate as not-for-profit? \*

For eligibility requirements, refer to the Guidelines.

For further details about not-for-profit organisations refer to the [Australian Tax Office website\(https://www.ato.gov.au/Non-profit/Getting-started/\)](https://www.ato.gov.au/Non-profit/Getting-started/).

You must respond to this question.

Select 'No' if the Applicant operates for profit.

Select 'Yes' if the Applicant operates as not-for-profit.

☐ Yes☒ No

## Eligibility Requirements

### What is the Applicant's entity type? \*

For a list of eligible entity types, refer to the Guidelines.

If you are unsure about the Applicant's entity type, please seek professional advice (e.g. from your lawyer or accountant) or refer to the Australian Business Register website for further information.

You must respond to this question. Choose the entity type that is relevant to the Applicant from the list.

NOTE: Use the field's scroll-bar or the keyboard's down-arrow to view all available options.

Sole Trader

### Is the Applicant able to provide documentation to support the entity type? \*

You must respond to this question. At least one attachment must be provided if the response to "Is the Applicant able to provide documentation to support the entity type?" was 'Yes'.

Select 'No' if the Applicant is not able to provide documentation to support the entity type.

Select 'Yes' if the Applicant is able to provide documentation to support the entity type. If 'Yes' is selected, click the 'Click to Upload' button to add the file in each attachment section and then click the 'Add Attachment' button to add sections for subsequent attachments. Note: the maximum size permitted per attachment file is 2mb and the overall form has the capacity to take 15MB of attachments in total. Once a file has been uploaded or an attachment section has been added, select the appropriate 'X' symbol button to delete.

**NOTE:** There is a maximum of 2 attachments for this question if the response is Yes.

☐ Yes

☒ No

### Is this proposal a resubmission from a previous ABA grant funding round within the last 18 months? \*

Select 'Yes' if the proposal was submitted in a previous ABA grant funding round in the last 18 months

Select 'No' if the proposal has not be submitted in a previous ABA grant funding round

Select 'Unknown' if you are unsure

Note: Any proposal resubmitted will be assessed in accordance with the assessment process outlined in the ABA Guidelines as part of a competitive round.

You must respond to this question.

Please select the most appropriate option.

☐ Yes

☒ No

☐ Unknown

### Proposal Purpose \*

Please identify which purpose your proposal falls under.

You must respond to this question.

Please select the most appropriate option.

☒ Business

☐ Land Acquisition or Management, Agricultural or Pastoral

☐ Other

### Consultation with Appropriate Body \*

Business proposals are required to consult with Indigenous Business Australia (IBA) and land acquisition or management or agricultural proposals are required to consult with the Indigenous Land and Sea Corporation (ILSC).

If you are required to consult with IBA or ILSC please outline the results of your consultation. You must also attach written correspondence from the IBA or ILSC in the following section of this application form.

If you are not required to consult with IBA or ILSC enter 'Not applicable'

You must respond to this question.

This field accepts the characters of A to Z, 0 to 9, ( ) , . ' & - / \ @ , other characters and formatting are not accepted.

In conclusion to my Business Plan, IBA has found the business viable.

(Limit: approx 150 words, 1000 characters)

Characters entered:

71

### Land Tenure \*

Does your proposal require a lease, licence or other interest in Aboriginal land?

If yes, please provide details of any application to a land council or other relevant body, and where this application is up to.

If No, enter 'Not Applicable'.

You must respond to this question.

This field accepts the characters of A to Z, 0 to 9, ( ) , . ' & - / \ @ , other characters and formatting are not accepted.

Alice Springs Town Council -

(Limit: approx 150 words, 1000 characters)

Characters entered:

29

### Employees \*

Please identify your current total number of employees.

You must respond to this question.

This field accepts numeric characters only.

Aboriginal and/or Torres Strait Islander Employees \*

Please identify your current total number of employees that identify as Aboriginal and/or Torres Strait Islander.

You must respond to this question.

This field accepts numeric characters only.

## Governance

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Relevant Persons \*

Has any senior official or person to be involved in delivering the Activity been involved in any of the following events in the last 5 years?

You must tick at least one of the boxes below.

You may be contacted to provide more information and documentation in relation to these events.

☐ Governance Investigation of relevant person(s)

☐ Any business failure of relevant person(s) including business failure of entities in which they hold, or held at the time of the event, a management or board position. Examples of a business failure include a Court Ordered or a Crediton Voluntary Administration Liquidation, External Administration, or Receivership

☐ Bankruptcies of relevant person(s)

☐ Bankruptcy proceedings, including part IX Debt Agreement or Part X Insolvency Agreements, against relevant person(s)

☐ Litigation against relevant person(s) including judgement debts

or

☒ None of the above apply and there is no adverse information on any relevant person associated with this entity.

Reportable Events \*

Select the appropriate box(es) that relate to any events to which your entity may have been subjected in the last 5 years.



You must tick at least one of the boxes below.

You may be contacted to provide more information and documentation in relation to these events.

- ☐ Governance Investigation of your organisation or related entities
- ☐ Litigation or liquidation proceedings
- ☐ A contract with your entity terminated by the other party
- ☐ Contingent liabilities of a material amount
- ☐ Overdue tax liabilities
- ☐ Factors which might impact on your entity. For example, pending significant litigation, business commitments, collections by debt collection agencies on behalf of creditors, or potential liquidation proceedings.
- ☐ Any significant change in your entity's financial position not reflected in the financial statements provided.
- ☐ Any other particulars which are likely to adversely affect your capacity to undertake this project

or

- ☒ None of the above events apply and there is no adverse information on my entity.

## Does the Applicant have the following documents? \*

A 'Yes' or 'No' response to all sub questions on whether the Applicant is able to provide the following documents is Mandatory.

- Documented organisational and financial policies and procedures.
- Business plan and/or strategic plan.
- Risk management plan.

Note: You may be required to provide copies of the above documentation within 7 days upon request.

- |                                                                       |                                      |                          |
|-----------------------------------------------------------------------|--------------------------------------|--------------------------|
| 1. Documented organisational and financial policies and procedures. * | <input checked="" type="radio"/> Yes | <input type="radio"/> No |
| 2. Business plan and/or strategic plan. *                             | <input checked="" type="radio"/> Yes | <input type="radio"/> No |
| 3. Risk management plan. *                                            | <input checked="" type="radio"/> Yes | <input type="radio"/> No |

## Project/Activity Details

### Provide a short title for this proposal. \*

You must respond to this question. 250 character limit.

NOTE: This field accepts the characters of A to Z, 0 to 9, ( ) , ' & -/ \ @, all other characters including carriage returns are not accepted.

Beauty and Relaxation Service

(Limit: 250 characters)

Characters entered:

29

**Provide a brief summary of the proposal. \***

You must respond to this question. 1000 character limit (approximately 150 words). The character count includes letters, numbers, spaces, paragraph marks, bullet points etc.

NOTE: In this field, please only enter the characters of A to Z, 0 to 9, ( ) , ' & -/ \ @. Other characters should not be entered as there is a risk of data corruption.

**Question Instructions:**

- The response should be easy to understand and written in plain English. Try not to use technical terms, acronyms, or lingo.
- Your response should be a stand-alone summary of your project, or explain how you will implement the services detailed in the Grant Opportunity Guidelines.
- The description may be used as part of our application review, and may be copied or published for reporting or grant agreement purposes.

Establish a Beauty & Relaxation Service providing service to Aboriginal clients in Alice Springs. Once up and running efficiently, deliver a Mobile Beauty & Relaxation Service to Aboriginal Communities around Central Australia, employ Staff, incorporate Hairdressing and offer apprenticeships to interested members of the Community.

(Limit: approx 150 words, 1,000 characters)

Characters entered:

332

**In which service area/s is the Applicant proposing to deliver the Project/Activity? \*****Instructions:**

- The Service Area Type field below indicates the areas used in this Application form.
- If applicable, select a State to refine the available service area values.
- A list of values will appear in the Available service area/s for selection. Choose the appropriate value/s and click Add to insert the highlighted value/s into the Chosen service area/s. Repeat the process as required.

**IMPORTANT NOTE:**

The form only allow 40 service areas available for selection. If you wish to apply for more services areas, a separate form/s will need to be completed.

**Tips:**

- To choose multiple values to add at one time, use Shift+Left-Click to select a group of values, or use
- Ctrl+Left-Click to select a range of alternating values, and then click the Plus symbol.
- To delete from the 'chosen service area/s', highlight the value in the box on the right and click the Minus symbol.

**Service Area/s**

Northern Territory

**Proposal Start Date \*****What is the planned start date for the proposal?**

You must respond to this question.

Use the calendar icon or type in the field using the format dd/mm/yyyy

01 Mar 2023



**Proposal End Date \***

What is the planned end date for the proposal?

You must respond to this question.

Use the calendar icon or type in the field using the format dd/mm/yyyy

31 Oct 2025

**Aboriginal Employment Opportunities Created \***

What is the total number of direct Aboriginal employment opportunities that will be created during the life of the funded project?

You must respond to this question.

This field accepts numeric characters only.

10

**Longer Term Aboriginal Employment Opportunities \***

What is the total number of longer term Aboriginal employment opportunities the proposal will provide?

You must respond to this question.

This field accepts numeric characters only.

50

**ABA Category \***

Identify the main category your proposal falls under.

You must respond to this question.

Please select the most appropriate option.

- ☒ Supporting Enterprises
- ☐ Supporting Community
- ☐ Supporting Culture, Language and Leadership
- ☐ Supporting Land, Sea and Waters Management and Use

**Proposed Delivery Location \***

Identify where in the Northern Territory your proposal will be delivered?

Note: If your proposal will be delivered in multiple locations estimate the breakdown of delivery per location.

You must respond to this question.

This field accepts the characters of A to Z, 0 to 9, ( ) , . ' & - / \ @, other characters and formatting are not accepted.

Alice Springs and surrounding Aboriginal Communities in Central Australia

(Limit: approx 15 words, 100 characters)

Characters entered:

73

## Financial co-contribution

Please identify the financial contribution that will be provided by the applicant for this proposal.

Express your answer as a single figure (grant total) GST excluded.

Note: the budget template you are required to complete should not include the financial contribution.

This field accepts numeric characters only.

\$5,000.00

## Total cost of the proposal \*

Express the total cost of the proposal in a single figure.

This figure should be the total ABA funding requested plus the financial co-contribution. The figure should be GST exclusive.

You must respond to this question.

This field accepts numeric characters only.

\$676,500.00

## Financials

Provide a breakdown of the proposed grant funding by the chosen service area/s. \*

You must complete a separate row for each chosen service area.



Please note that you must complete the "In which service area/s is the Applicant proposing to deliver the Activity?" question before you can commence this question.

	Amount(\$ exc GST)	Amount(\$ exc GST)	Amount(\$ exc GST)	Amount(\$ exc GST)	Amount(\$ exc GST)	Total funding	Approx.% of Total
Financial year	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026		
Northern Territory	\$0.00	\$676,500.00	\$0.00	\$0.00	\$0.00	\$676,500.00	100
Total funding	\$0.00	\$676,500.00	\$0.00	\$0.00	\$0.00	\$676,500.00	

Provide bank account details for receipt of grant payments should the Application be successful. \*

You must respond to this question.

Bank account details for the receipt of payments:

- BSB Number: Enter the BSB number for the Applicant's nominated bank account. Must be 6 digits only. Do not enter spaces or other characters.
- Account Number: Enter the account number for the Applicant's nominated bank account. Must be 2 to 9 digits only. Do not enter spaces or other characters.
- Account Name: Enter the account name for the Applicant's nominated bank account. The account name should be as it appears on the bank statement. 60 character limit. The character count includes letters, numbers, spaces, paragraph marks, bullet points etc. NOTE: This field accepts the characters of A to Z, 0 to 9, ( ) , ' & - / \ @ , all other characters including carriage returns are not accepted.

BSB number\*

s47G

Account number\*

s47G

Account name\*

s47G

## Assessment Criteria

### Criterion 1: Benefits to Aboriginal people in the NT \*

To demonstrate this, you must address:

- What project category the grant activity is aligned to.
- What project category benefits will be delivered.
- How the grant activity will achieve benefits.
- Who will benefit.
- How the benefits will be measured and sustained over time.

Proposed efforts to:

- Provide Indigenous employment opportunities (in projects where employment will be generated).

AND/OR



- Include Indigenous organisations in your grant activity and broader supply chain (if you are not an Indigenous applicant).

You must respond to this question.

This field accepts the characters of A to Z, 0 to 9, ( ) , . ' & - / \ @ , other characters and formatting are not accepted.

A new Business Enterprise for an Aboriginal Sole Trader to establish a salon/day spa in Alice Springs. Future plans for expansion include an establishment of a hairdressing service strongly encouraging Aboriginal People to apply for apprenticeships within this Industry. This will include a Mobile Beauty and Relaxation Service visiting Remote Communities around Central Australia from April to September during the cooler months of the year. Targeted clients will be Aboriginal women aged 16 ( with Parental consent ) and above, living in Central Australia. Benefits will be measured by number of treatments performed, number of returning customers as well as new clients accessing services, Salon software data is designed to capture required information to measure and sustain activities over a period of time.

(Limit: approx 300 words, 2000 characters)

Characters entered: 812

## Criterion 2: The need for the proposed activity within an Aboriginal community or communities \*

To demonstrate this, you must address and/or provide:

- Details of which key stakeholders (including the communities and individuals that will benefit) have been identified, consulted, can vouch for the need and are in support of the grant activity.
- Confirmation the grant activity is not the immediate responsibility of mainstream funding sources (you may need to provide evidence to confirm this).
- A statement or statistics that describe the relevant social conditions or circumstances the grant activity seeks to improve.
- The services or facilities that are currently available, if any, to improve these social conditions or circumstances.

You must respond to this question.

This field accepts the characters of A to Z, 0 to 9, ( ) , . ' & - / \ @ , other characters and formatting are not accepted.

As a result of survey's gathered, the majority of Aboriginal women residing in Central Australia have no experience visiting a salon or receiving any type of beauty therapy service. Currently there are no beauty & relaxation services provided in remote communities of Central Australia. A mobile service enables clients the option of treatments in their own homes or by accessing community facilities such as Community Youth Centres or Women Centres.  
The service will include information about aftercare which will be encouraged and supported ensuring maximum benefits resulting from treatments for the client. Engaging in these hygienic practices will help Aboriginal women enhance their self-esteem, confidence and well-being.

(Limit: approx 300 words, 2000 characters)

Characters entered: 731

## Criterion 3: Capacity to deliver the proposed activity \*

To demonstrate this, you must address:

- An outline or other evidence of your capacity to deliver this grant activity, including to manage and acquit the grant. Your experience successfully delivering a similar activity is good evidence.



- For corporations, an outline or other evidence of your governance arrangements.
- The key steps you will take to successfully implement this proposed activity, including experience in delivering a similar activity and whether staff have capacity.
- Evidence that the activity is viable and costed.
- Your identification of risks and how you will manage these risks.
- How you will monitor performance.

You must also ensure that:

- Indigenous Business Australia (IBA) reviews your proposal to provide advice on whether it is viable, with their comments included in your application (if yours is a business project).
- Indigenous Land and Sea Corporation (ILSC) reviews your proposal to provide advice on whether it considers your proposal is viable, with their comments included in your application (if your application is a land acquisition or agriculture project).

You must respond to this question.

This field accepts the characters of A to Z, 0 to 9, ( ) , . ' & - / \ @ , other characters and formatting are not accepted.

Qualified Beauty Therapist, The Training room at the University is set up to run as a salon/day spa, allowing students to provide services managing day to day salon duties. I also gained experience through employment at a local Salon.  
My work history consists of working in remote communities over many years. In my role as an Engagement Officer, engaging with women to participate in Sport and Recreation activities under the CDEP scheme. Running the program to schedule, ensuring participants completed their nominated activities within the hours required.  
IBA review has concluded the proposal as viable and costed.  
Risks will be managed according to the Hair, Beauty & Tattoo Regulations NT, Workplace Policy and Procedure Manual  
Performance will be monitored using salon software designed to capture number of returning clients, new clients, services provided, treatments and trends on demand.

(Limit: approx 300 words, 2000 characters)

Characters entered: 902

## Additional Information

### Organisational Membership/Ownership \*

What percentage of the organisational membership/ownership identify as Indigenous Australians?

You must respond to this question.

Note: This field accepts numeric characters only. This number must be entered as a percentage.

For example, if your organisation has 3 Indigenous owners out of a total 10 owners, please enter '30'.

100

**Organisational Board/Management Committee \***

What percentage of the organisational board/management committee identify as Indigenous Australians?

You must respond to this question.

Note: This field accepts numeric characters only. This number must be entered as a percentage.

For example, if your organisation has 6 Indigenous board members out of a total 10 board members, please enter '60'

**Business Plan/Project Management Plan \***

Is your proposal a Business proposal over \$500,000? If yes, you must submit a business plan.

Is your proposal a Non-business proposals over \$500,000? If yes, you must submit a Project Management Plan.

You must respond to this question.

Note the 1.5mb limit per attachment. Multiple documents should be scanned into a single document. Compressed or zip files are not accepted. File names must be unique and not include foreign characters.

☒ Yes

☐ No

**Provide attachment \***

File: Endorta Business Plan.docx

**Quotes \***

Does your proposal include the delivery of infrastructure or the purchase of good and services?

If yes, you must submit quotes that are no more than 12 months old.

You must respond to this question.

Note the 1.5mb limit per attachment. Multiple documents should be scanned into a single document. Compressed or zip files are not accepted. File names must be unique and not include foreign characters.

☒ Yes

☐ No

**Provide attachment \***

File: Vehicle quote.docx

## Consultation with Indigenous Business Australia (IBA)/Indigenous Land and Sea Corporation (ILSC) \*

Is your proposal a Business proposal? If yes, you must submit evidence of your consultation with IBA.

Is your proposal a Land Acquisition or Management, Agricultural or Pastoral proposal? If yes, you must submit evidence of your consultation with ILSC.

You must respond to this question.

Note the 1.5mb limit per attachment. Multiple documents should be scanned into a single document. Compressed or zip files are not accepted. File names must be unique and not include foreign characters.

☒ Yes

☐ No

## Provide attachment \*

File: Endorta-IBA Consultation.docx

## Consortium Applications (including joint, partnership or auspice applications) \*

Does the Applicant plan to deliver the Project/Activity as the lead organisation as part of a consortium?

You must respond to this question.

Please select the most appropriate option.

☐ Yes

☒ No

**If the Application is successful, the Applicant will be offered a Grant Agreement as the lead agency and held liable for all obligations contained in the Grant Agreement's Terms and Conditions. This includes monitoring, management, financial performance, service outcomes and insurance coverage.**

The panel of consortium members does not enter into a Grant Agreement. The Applicant should obtain agreement prior to submitting this Application.

Further evidence of the consortium arrangements may be sought from successful Applicants prior to the signing of the Grant Agreement.

## Subcontractor Arrangements \*

Does the Applicant plan to deliver the Project/Activity using subcontractors?

You must respond to this question.

Please select the most appropriate option.



☐ Yes ☒ No

If the Application is successful, the Applicant will be offered a Grant Agreement as the lead agency and held liable for all obligations contained in the Grant Agreement's Terms and Conditions. This includes monitoring, management, financial performance, service outcomes and insurance coverage.

Subcontractors do not enter into a Grant Agreement. The Applicant should obtain agreement prior to submitting this Application.

Further evidence of the subcontractor arrangements may be sought from successful Applicants prior to the signing of the Grant Agreement.

### In-kind co-contribution \*

Some applicants provide in-kind support for proposals, such as the provision of existing staff or equipment. Please provide details if your proposal will have any in-kind co-contribution. When providing the in-kind co-contribution, you can also provide an estimated value of the in-kind co-contribution.

Note: Any estimated value of in-kind co-contribution is not to be included in your response to your financial co-contribution.

You must respond to this question.

Please select the most appropriate option.

☐ Yes ☒ No

### Other Funding \*

Does the Activity rely on any contributions other than those requested in this Application (including commercial borrowings, donations and co-contributions)?

You must respond to this question.

Please select the most appropriate option.

☐ Yes ☒ No

## Attachments

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### Bank Account \*

Attach evidence of the applicant's bank account.

You must respond to this question.

Note the 1.5mb limit per attachment. Multiple documents should be scanned into a single document. Compressed or zip files are not accepted. File names must be unique and not include foreign characters.

File: s47G -29-Jun-2022.pdf

## Budget Template \*

Please attach a copy of the proposed budget. A copy of the budget template is available on GrantConnect (search Aboriginals Benefit Account) or on the Aboriginals Benefit Account web page (<https://www.niaa.gov.au/resource-centre/indigenous-affairs/more-information-aba-grants>(<https://www.niaa.gov.au/resource-centre/indigenous-affairs/more-information-aba-grants>)).

Note: The budget should only reflect the total amount of ABA funding you are requesting. Do not include financial co-contributions into the budget template.

You must respond to this question.

Note the 1.5mb limit per attachment. Multiple documents should be scanned into a single document. Compressed or zip files are not accepted. File names must be unique and not include foreign characters.

File: aba-budget-template(1) (1).xlsx

## Consultation with Key Stakeholders (community/mainstream funding bodies)

Applications are greatly strengthened by letters of support from stakeholders such as those that will benefit from the proposal.

Applicants may also consider using letters from mainstream funding bodies to demonstrate that the proposal isn't the responsibility of the mainstream funding body.

Note the 1.5mb limit per attachment. Multiple documents should be scanned into a single document. Compressed or zip files are not accepted. File names must be unique and not include foreign characters.

File: None

## Financial Viability

Applicants that do not have a current Funding Agreement with the Department must demonstrate financial viability. This may be provided through a mix of audited financial statements and/or evidence of viability (for example, a certified statement from an approved person).

If you have a Funding Agreement with the Department, you will not need to attach a document.

Note the 1.5mb limit per attachment. Multiple documents should be scanned into a single document. Compressed or zip files are not accepted. File names must be unique and not include foreign characters.

File: None

## Applicant Contacts

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### Who is the Applicant's preferred authorised contact person for this Application? \*

The person must have authority to act on behalf of the Applicant in relation to this Application.

Title\*

Ms

First name\*

s47F

Last name\*

s47F

Position\*

Chief Executive Officer

Telephone\*

s47F

Mobile

Email address\*

s47F@endorta.com.au

### Provide an alternate authorised contact for this Application. \*

This person must also have authority to act on behalf of the Applicant in relation to this Application.

Title\*

Mrs

First name\*

s47F

Last name\*

s47F

Position\*

Consultant

Telephone\*

s47F

Mobile

Email address\*

s47F@gmail.com

## Declaration

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Do you have any actual, potential or perceived conflicts of interest related to or arising from submitting this application? \*



NOTE: You must also notify the National Indigenous Australians Agency as soon as possible of any conflicts of interest that arise after submission of this application.

☐ Yes ☒ No

Please read and complete the following declaration.

This Declaration must be signed by an authorised representative of the Applicant (or, if this Application is a joint/consortium Application, an authorised representative of the lead organisation). The authorised representative should be a person who is legally empowered to enter into contracts and commitments on behalf of the Applicant.

I declare that:

- The information contained in this form is true and correct.
- I have read, understood and agree to abide by the Guidelines.
- I have read, understood and agree to the Grant Terms and Conditions, should this Application be successful.
- I agree to receiving a Recipient Created Tax Invoice (RCTI) for this funding, if applicable, should this Application be successful.
- I have read, understood and agree to information provided in this Application as detailed in the Use of Information.
- If and where any personal details of a third party are included, the third party has been made aware of, and given their permission for those details to appear in this Application and for their personal information to be shared as detailed in the Use of Information.
- I give consent to the National Indigenous Australians Agency to make public the details of the Applicant and the funding received, should this Application be successful.

☒ I understand and agree to the declaration above.\*

☒ I acknowledge that giving false or misleading information to the National Indigenous Australians Agency is a serious offence under Section 137.1 of the Criminal Code Act 1995 (Cth).

Full name of Authorised Officer\*

s47F

Position of Authorised Officer\*

Chief Executive Officer

Date

22 Mar 2022

Please provide an estimate of the time taken to complete this Application Form, including:

- actual time spent reading the guidelines, instructions and questions;
- time spent by all employees in collecting and providing the information and;
- time spent completing all questions in the Application Form.

Hours

Minutes

99

50

A copy of receipt will be sent to s47F@endorta.com.au



**Australian Government**  
**National Indigenous Australians Agency**

DEED OF VARIATION NO.1 TO  
PROJECT AGREEMENT

between

**the Commonwealth of Australia as represented by the National Indigenous  
Australians Agency (ABN 30 429 895 164)**

AND

**Jane Katie Silverton (ABN 42 925 497 476)**

Head Agreement reference number (system ID)	4-ILM92FT
Project Schedule reference number (system ID)	4-ILM92FV
Provider reference number (system ID)	4-HJNY4X9

Version: 2 May 2017

## DEED OF VARIATION

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### Date

This Deed of Variation is made on the date on which the last Party to sign this does so.

### Parties

This Deed of Variation is made between and binds the following Parties:

**Commonwealth of Australia** as represented by the National Indigenous Australians Agency ABN 30 429 895 164 (**the Commonwealth**)

and

**Jane Katie Silverton** (ABN 42 925 497 476) (**the Provider**)

### Context

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- A. The Parties entered into a Head Agreement for Indigenous Grants dated 28/06/2023 (**Head Agreement**).
- B. The Parties entered into a Project Schedule – Aboriginals Benefit Account Capital Works dated 28/06/2023 (**the Project Schedule**).
- C. The Head Agreement and the Project Schedule created a separate Project Agreement dated 28/06/2023 (**the Project Agreement**).
- D. The Parties now wish to amend the Project Agreement as set out in this Deed of Variation.
- E. The Project Agreement requires that a variation be in writing and signed by both Parties.

**IT IS AGREED as follows:****1. Interpretation**

- 1.1 Unless the contrary intention appears, words used in this Deed of Variation have the same meaning as in the Project Agreement.

**2. Commencement**

- 2.1 This Deed of Variation commences on the date the last Party to sign this Agreement does so.

**3. Variation of the Project Agreement**

- 3.1 The Project Agreement is amended as set out in this clause 3.
- 3.2 At Part 1 item 7.2 (Beauty and Relaxation Service) delete the table and replace with the following table which shows amendments in tracked changes:

Anticipated date	Description	Amount (Excluding GST)	GST	Total (Excluding GST)
Within 20 days of execution of Agreement	Payment 1 – Upon execution of Agreement	\$96,250.00	\$9,625.00 \$0.00	\$105,875.00 \$96,250.00
31 July 2023	Payment 2 - Upon evidence of <ul style="list-style-type: none"> <li>signed commercial lease by all parties; and</li> <li>confirmation of engagement of Sub-contractor</li> </ul>	\$408,149.40	\$40,814.94 \$0.00	\$448,964.34 \$408,149.40
<b>Total: 2022-24</b>		<b>\$504,399.40</b>	<b>\$50,439.94</b> <b>\$0.00</b>	<b>\$554,839.34</b> <b>\$504,399.40</b>
31 July 2024	Payment 3 - Upon provision of satisfactory Performance Report	\$86,050.30	\$8,605.03 \$0.00	\$94,655.33 \$86,050.30
31 January 2025	Payment 4 - Upon provision of satisfactory Performance Report	\$86,050.30	\$8,605.03 \$0.00	\$94,655.33 \$86,050.30
<b>Total: 2024-25</b>		<b>\$172,100.60</b>	<b>\$17,210.06</b> <b>\$0.00</b>	<b>\$189,310.66</b> <b>\$172,100.60</b>



Anticipated date	Description	Amount (Excluding GST)	GST	Total (Excluding GST)
<b>Total Grant payable:</b>		<b>\$676,500.00</b>	<b>\$67,650.00</b>	<b>\$744,150.00</b>
			<b>\$0.00</b>	<b>\$676,500.00</b>

#### **4. Amendments**

- 4.1 The only variations are those set out in this Deed of Variation. In all other respects, the Project Agreement remains unamended.

#### **5. Inconsistency**

- 5.1 If there is any conflict between the Project Agreement and this Deed of Variation the terms of this Deed of Variation prevail.

#### **6. Date of Effect for the variation to the Project Agreement**

- 6.1 The Project Agreement is varied with effect from the date on which the last Party to sign this does so.

#### **7. Further Acts**

- 7.1 Each Party must promptly execute all documents and do all things that the other Party from time to time reasonably requests to give effect to this Deed of Variation and all transactions incidental to it.

#### **8. Costs**

- 8.1 Each Party must pay its own costs in relation to finalising and executing this Deed of Variation and in relation to effecting any other document or thing required to give effect to this Deed of Variation.

#### **9. Applicable law**

- 9.1 This Deed of Variation is to be construed in accordance with, and governed by, the laws of the Australian Capital Territory.

**Executed by the parties as a deed****Commonwealth:**

SIGNED, sealed and delivered for and on behalf of the Commonwealth of Australia as represented by the National Indigenous Australians Agency (ABN 30 429 895 164) by its duly authorised delegate:

Byron Matthews  
(Name of Commonwealth Representative)

s47F

(Signature of Commonwealth Representative)

Regional Manager  
(Position of Commonwealth Representative)

06.17.23

s47F

(Name of Witness in full)

s47F

(Signature of Witness)

**Provider:**

SIGNED, sealed and delivered for and on behalf of Jane Katie Silverton, 42 925 497 476 in accordance with its rules:

s47F

(Name and position held by Signatory)

CEO

s47F

(Signature)

05.10.2023

s47F

(Name and position held by second Signatory /  
Name of Witness)

s47F

(Signature of second Signatory / Witness)

05.10.2023



Notes about the signature block:

- if you are an **incorporated association**, the signatories can be any two members of the governing committee of the Association or a member of the governing committee and the Public Officer. Alternatively, the Grant Agreement could be executed using the Common Seal. Associations incorporated in the **Northern Territory** must affix their **Common Seal** unless the Rules of the Association authorise a person to enter into legally binding documents.
- if you are a **company**, generally two signatories are required – the signatories can be two Directors or a Director and the Company Secretary. Affix your **Company Seal**, if required by your Constitution.
- if you are a **company with a sole Director/Secretary**, the Director/Secretary is required to be the signatory in the presence of a witness. Affix your **Company Seal**, if required by your Constitution.
- if you are a **partnership**, a partner must be a signatory in the presence of a witness.
- if you are an **individual**, you must sign in the presence of a witness.
- if you are a **university**, the signatory can be an officer authorised by the legislation creating the university to enter into legally binding documents. A witness to the signature is required.
- if you are a **State or Territory Government**, the delegate must sign for the State/Territory Department/Agency acting on behalf of the State or Territory Government. The delegate must sign in the presence of a witness.



Australian Government

National Indigenous Australians Agency

**PROJECT SCHEDULE –  
CAPITAL WORKS GRANTS  
ABORIGINALS BENEFIT ACCOUNT**

Executed by

the Commonwealth of Australia as represented by the National Indigenous Australians Agency  
(ABN 30 429 895 164)

AND

Jane Katie Silverton (ABN 429 2549 7476)

Grant System Agreement number (System ID)	4-ILM92FT
Project Schedule reference number (System ID)	4-ILM92FV
Provider reference number (System ID)	4-HJNY4X9

Version: August 2020

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Requests for other licence rights to this work should be directed to the National Indigenous Australians Agency.

**How this Project Schedule works**

The Commonwealth has agreed to execute this Project Schedule, which sets out details of the Grant to be provided by the Commonwealth to the Provider for the purpose of delivering a Project that involves capital works.

Once this Project Schedule has been executed, a separate contract is formed. That contract is called a **Project Agreement**.

The terms of the Project Agreement are as set out in:

- a) this Project Schedule;
- b) the Head Agreement; and
- c) any attachments or documents incorporated by reference into either of those documents.

This Project Schedule contains the terms and conditions that relate specifically to this Project and Grant listed in this document. The document comprises:

The Head Agreement contains general terms and conditions that apply to all Projects and Grants.

*(See also clauses 1 to 10 of the Head Agreement).*

- Part 1 – a summary of the Project and Grant in this Project Schedule;
- Part 2 – Pre Construction Obligations
- Part 3 – Construction Obligations; and
- Part 4 – Additional Conditions

The Head Agreement contains general terms and conditions that apply to all Projects and Grants.

*(See also clauses 10 to 10 of the Head Agreement).*



**PART 1: PROJECT AND GRANT SUMMARY****1 Project overview**

1.1 The Grant is provided for the following Project:

<b>Project overview</b>	
Project name	Beauty and Relaxation Service
Provider full legal name	Jane Katie Silverton
Trading or business name (if different to above)	Endorta
ABN	429 2549 7476
Project Agreement Start Date	The date that this Project Schedule is executed by both parties.
Date for Completion of the Works	30 June 2025 or earlier termination date.
Date of Completion of the Works	The date that the Works are completed. This is the later of: <ul style="list-style-type: none"> <li>a) the date the provider complies with item 23.1; or</li> <li>b) if the Commonwealth issues a notice or notice under item 23.2, the date the Provider complies with item 23.3.</li> </ul>
Defects Liability Period	The period of 12 months commencing on the Date of Completion of the Works.
Project Agreement End Date	The later of: <ul style="list-style-type: none"> <li>a) the day after the expiration of the Defects Liability Period; or</li> <li>b) the day after the Provider submits the last report required under this Project Schedule.</li> </ul>
The Grant is provided under the following programme/s	Aboriginals Benefit Account

**2 Party representatives for notices**

(Clauses 134 – 135 of the Head Agreement)

2.1 The Parties' representatives are responsible for liaison and day-to-day Project management, as well as issuing and accepting any written notices relating to the Project Agreement.

Commonwealth	Details
Contact officer / position for Project	s47F Adviser
Physical / postal address(es) for notices	Level 3, Supreme Court Building 14 Parsons Street ALICE SPRINGS NT 0870  PO BOX 2255 ALICE SPRINGS, NT 0871
Telephone	s47F
E-mail	s47F @official.niaa.gov.au

Provider	Details
Contact officer / position for Project	s47F Chief Executive Officer
Physical / postal address(es) for notices	35 Gilbert Place LARAPINTA, NT 0870
Mobile	s47F
E-mail	s47F@endor ta.com.au

### 3 Duration of Project

3.1 The Project must be delivered from the Project Agreement Start Date to the Project Agreement End Date.

### 4 Project description, outcomes and objectives

4.1 The Provider must achieve the following outcomes and objectives.

<p><b>Project description</b></p>	<p><b>Activity ID: 4-IOUYIW7</b></p> <ol style="list-style-type: none"> <li>1. The purpose of this Project is to establish a beauty and relaxation salon in Alice Springs and deliver a mobile beauty and relaxation service to Central Australian Aboriginal communities.</li> <li>2. The beauty and relaxation salon in Alice Springs will employ Indigenous staff and specialise in using Indigenous beauty products, with a focus on providing services to Indigenous clients.</li> <li>3. The mobile beauty and relaxation service will be delivered in the following Central Australian communities:             <ol style="list-style-type: none"> <li>a. Ali Curung</li> <li>b. Amoonguna</li> <li>c. Atitjere</li> <li>d. Finke</li> <li>e. Mutitjulu</li> <li>f. Ntaria</li> <li>g. Papunya</li> <li>h. Santa Teresa</li> <li>i. Yuendumu</li> </ol> </li> <li>4. A copy of the executed commercial lease by all parties must be provided to the Commonwealth, including approval to fit-out the premises.</li> <li>5. The Provider will ensure the Subcontractor listed at item 33.1 will be engaged to complete the works outlined below under 'Works'. Any alternatives to this, the Provider will need to seek prior written approval from the Commonwealth.</li> <li>6. The Provider must use the approved budget listed at item 31.1. Any alternatives to this, the Provider must seek prior written approval from the Commonwealth.</li> <li>7. The Provider will use the ABA funding to provide the following services:             <ol style="list-style-type: none"> <li>a. Alice Springs services to include - Massage Therapy, Facial Treatments, Hair Removal (Waxing), Nail Care (Manicure and Pedicure), Lash and Brow Services, Body Treatments, Tanning and Make-up Services.</li> <li>b. Remote services to include - Massage Therapy, Facial Treatments, Hair Removal (Waxing), Nail Care (Manicure and Pedicure) and Lash and Brow Services. Other services will be available upon request (Body Treatments, Tanning and Make-up).</li> </ol> </li> <li>8. The Provider will use the ABA funding to purchase products, tools, equipment and furniture for the project, including the following items:             <p><b>Products</b></p> <ol style="list-style-type: none"> <li>a. Eye, face and body lotions, oils, sprays</li> <li>b. Wax and waxing pots</li> <li>c. Manicure and Pedicure products</li> <li>d. Eyebrow and eyelash products</li> <li>e. Make-up</li> </ol> </li> </ol>
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	<ul style="list-style-type: none"> <li>f. Disposable beauty products</li> <li>g. Cleaning products</li> </ul> <p><b>Tools and Equipment</b></p> <ul style="list-style-type: none"> <li>a. Facial steamer</li> <li>b. Tool / equipment steriliser</li> <li>c. Parrafin wax bath</li> <li>d. Lights - makeup, lash</li> <li>e. Lamps – nail, magnifying</li> <li>f. Humidifier</li> <li>g. Mirrors</li> <li>h. Air brush / spray gun kit</li> <li>i. 8 in 1 hi frequency machine</li> <li>j. 2 in 1 crystal / diamond microdermabrasion machine</li> <li>k. Microcurrent machine</li> <li>l. RF + galvanic machine</li> <li>m. Towel warmer</li> <li>n. Linen – towels, face cloths, disposable bed sheets and pillowcases, plastic bed covers</li> <li>o. Room divider</li> <li>p. Tanning Booth</li> </ul> <p><b>Furniture / White Goods</b></p> <ul style="list-style-type: none"> <li>a. Reception Desk</li> <li>b. Salon / beauty chair and stool</li> <li>c. Pedicure spa chair</li> <li>d. Adjustable massage / beauty treatment bed</li> <li>e. Lash bed</li> <li>f. Manicure Table</li> <li>g. Waiting room lounge and coffee table</li> <li>h. Trolleys</li> <li>i. Washing Machine and Dryer</li> <li>j. Fridge and microwave</li> </ul> <p>9. The Provider will use the ABA funding for operational and administrative expenses, including:</p> <ul style="list-style-type: none"> <li>a. Advertising and marketing</li> <li>b. IT equipment, POS system and salon software</li> <li>c. Research</li> <li>d. Staff costs and uniforms</li> <li>e. Office supplies</li> <li>f. Legal fees, registrations and permits</li> </ul>
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	<p>10. This Project provides funding for the purchase of a new registered Hilux 4x4 Rogue 2.8L Diesel Automatic Double Cab C222140 001 including:</p> <ul style="list-style-type: none"><li>a. Vehicle colour – Silver Sky</li><li>b. Vehicle trim - MLM Black Leather Ac</li><li>c. Steel bull bar – Premium</li><li>d. Front Camera Relocation Kit – for steel bull bar</li><li>e. Protective Film – door handle paint protection</li><li>f. ZNT Street Legal Window Tint</li><li>g. All on road costs and one year registration</li><li>h. Stamp duty</li></ul> <p>11. The Provider will use the grant funding to purchase the above specified vehicle including fittings and registration.</p> <p>12. The Provider will provide the Commonwealth with a proof of purchase of the vehicle, including fittings and registration in accordance with Part 3, item 34.1 of this Project Schedule.</p> <p>13. The Provider will ensure that the vehicle is insured with full-comprehensive motor vehicle insurance.</p> <p>14. The Provider will ensure that the vehicle is maintained and serviced in line with the new car warranty policy.</p> <p>15. The Provider will use the vehicle to deliver beauty and relaxation services to clients living in Central Australian Aboriginal communities.</p> <p>16. The Provider's financial contribution for this Project will be used for:</p> <ul style="list-style-type: none"><li>a. purchase business name</li><li>b. registration of business</li><li>c. purchase business domain</li><li>d. admin and fuel costs</li></ul> <p>17. The Provider will strengthen their governance, strategy and capability to recruit, train and retain Indigenous trainees and employees as a core element of the funding.</p>
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<b>Works</b>	<p><b>Prelims</b></p> <ul style="list-style-type: none"> <li>- Sign contract and notice to proceed</li> </ul> <p><b>Apply for Permits</b></p> <ul style="list-style-type: none"> <li>- Fees</li> <li>- Inspection Schedule</li> </ul> <p><b>Site Work</b></p> <ul style="list-style-type: none"> <li>- Renovation Phase</li> </ul> <p><b>Framing &amp; Carpentry Works</b></p> <ul style="list-style-type: none"> <li>- Doors / Hardware / Fixture</li> <li>- Decorator Mouldings, etc</li> <li>- Finish Hardware insulation in framing</li> </ul> <p><b>Drywall</b></p> <ul style="list-style-type: none"> <li>- Plastering of walls and ceiling</li> </ul> <p><b>Painting</b></p> <ul style="list-style-type: none"> <li>- Paint interior</li> </ul> <p><b>Cabinets</b></p> <ul style="list-style-type: none"> <li>- Install all cabinetry throughout office</li> </ul> <p><b>Finish Plumbing</b></p> <ul style="list-style-type: none"> <li>- Complete throughout</li> <li>- Conduct finish plumbing inspection</li> </ul> <p><b>Finish Electrical</b></p> <ul style="list-style-type: none"> <li>- Electrical</li> <li>- Conduct finish electrical inspection</li> </ul> <p><b>Mechanical</b></p> <ul style="list-style-type: none"> <li>- New mechanical</li> <li>- Conduct HVAC inspection</li> </ul> <p><b>Tiling</b></p> <ul style="list-style-type: none"> <li>- Tile throughout</li> </ul> <p><b>Final Acceptance</b></p> <ul style="list-style-type: none"> <li>- Complete final inspection for Certificate of Occupancy</li> <li>- Clean-up for Occupancy</li> <li>- Perform final walk-through inspection</li> <li>- Complete punch list items</li> </ul>
<b>Outcomes</b>	Completion of salon fit out at 9 / 89 Todd Mall, ALICE SPRINGS NT 0870



<b>Objectives</b>	<p>The Project will:</p> <ul style="list-style-type: none"><li>• Provide non-medical therapeutic treatments to clients in Alice Springs and Central Australian Aboriginal communities, with a focus on Aboriginal clients.</li><li>• Specialise in using Indigenous beauty products that are ethically sourced from Australian native plants.</li><li>• Encourage self-care and healthy living whilst promoting personal hygiene and wellbeing.</li></ul>
<b>Designated Use</b>	Not Applicable
<b>Designated Use Period</b>	Not Applicable

## 5 Milestones

5.1 The Provider must achieve all of the following Milestones within the time frame shown in the table below:

Milestone	Due date
Submission of: <ul style="list-style-type: none"> <li>- A copy of the executed commercial lease, including approval to commence fit-out of the premises in accordance with item 12.1</li> <li>- confirmation of engagement of Sub-contractor in accordance with item 19.1</li> </ul>	14 July 2023
Evidence of purchase of vehicle including fittings and registration	30 August 2023
Obtain all approvals in accordance with item 13.1	30 August 2023
Prepare construction plans in accordance with item 17.1	30 August 2023
Complete Works in accordance with item 23.2	31 December 2023

## 6 Location

6.1 The Project will be delivered at the following location/s:

Title Particulars	Street Address
s47F and s47F Lot No. 8552 Unit Plan No. S95/014	9 / 89 Todd Mall ALICE SPRINGS NT 0870
Central Australia Remote Communities	<ul style="list-style-type: none"> <li>• Ali Curung</li> <li>• Amoonguna</li> <li>• Atitjere</li> <li>• Finke</li> <li>• Mutitjulu</li> <li>• Ntaria</li> <li>• Papunya</li> <li>• Santa Teresa</li> <li>• Yuendumu</li> </ul>

## 7 Grant Payments

(Clauses 11, 12 and 81 of the Head Agreement)

7.1 The Provider must use the Grant only for the purpose of the Project.

7.2 The Grant will be paid upon achievement of the Milestones set out below, and subject to the terms of the Project Agreement.

Anticipated date	Description	Amount (Excluding GST)	GST	Total (Excluding GST)
Within 20 days of execution of Agreement	Payment 1 – Upon execution of Agreement	\$96,250.00	\$0.00	\$96,250.00
31 July 2023	Payment 2 - Upon evidence of <ul style="list-style-type: none"> <li>signed commercial lease by all parties; and</li> <li>confirmation of engagement of Sub-contractor</li> </ul>	\$408,149.40	\$0.00	\$408,149.40
<b>Total: 2023-24</b>		<b>\$504,399.40</b>	<b>\$0.00</b>	<b>\$504,399.40</b>
31 July 2024	Payment 3 - Upon provision of satisfactory Performance Report	\$86,050.30	\$0.00	\$86,050.30
31 January 2025	Payment 4 - Upon provision of satisfactory Performance Report	\$86,050.30	\$0.00	\$86,050.30
<b>Total: 2024-25</b>		<b>\$172,100.60</b>	<b>\$0.00</b>	<b>\$172,100.60</b>
<b>Total Grant payable:</b>		<b>\$676,500.00</b>	<b>\$0.00</b>	<b>\$676,500.00</b>

*Note: The Timeframe indicated in the table in Item 7.2 is the date by which the Provider is required to have achieved the Milestone. Grant amounts are, subject to the Project Agreement, payable on the actual achievement of the Milestone (which may occur before or after the Timeframe) not on the date indicated in the Timeframe.*

## 8 Provider contributions

8.1 The Provider agrees to provide a financial contribution for the Works as set out below.



Date	Contribution Amount (Excluding GST)	GST	Total (Excluding GST)
31 May 2023	\$5,000.00	\$0.00	\$5,000.00
<b>Total Contributions:</b>	<b>\$5,000.00</b>	<b>\$0.00</b>	<b>\$5,000.00</b>

- 8.2 The Provider's contributions may include any amount that has been provided to the Provider by a Commonwealth, State, Territory or local government.
- 8.3 If the Provider is to provide a financial contribution and the Provider does not provide all of the contribution or does not provide the contribution in time to enable expenditure on or completion of the Works in accordance with this Project Agreement the Commonwealth may:
- suspend any payments until the contributions are provided; or
  - terminate this Agreement in accordance with clauses 88 to 91 of the Head Agreement.

## 9 Bank account details

9.1 The Provider's bank account for the purpose of clause 13 of the Head Agreement is as follows:

Bank / institution name	s47G
BSB number	
Account name	
Account number	

## 10 Tax and invoices

*(Clauses 16 to 19 of the Head Agreement)*

- 10.1 The Provider confirms that it is not required to be registered (and is not registered) for GST.
- 10.2 The Grant will be paid to the Provider in accordance with the Project Agreement, but will not include an amount for GST.
- 10.3 If, during the term of the Project Agreement, the Provider becomes registered for GST, or becomes required to be registered for GST then:
- the Provider must notify the Commonwealth in writing within 7 days after the Provider becomes registered for GST; and
  - the parties will negotiate amendments to these items to reflect the Provider's GST registration from the date it takes effect.

## 11 Reporting

*(Clauses 52 to 58 of the Head Agreement)*

- 11.1 The Provider must submit the following reports to the Commonwealth by the following due dates:

Report	Due date
WWVP and WHS Statement of Compliance	31 October 2023
Performance report covering the period from commencement to 31 December 2023	15 January 2024
Site visit, to be conducted by the Commonwealth in the three months leading up to the due date	30 June 2024
Performance report covering the period from 1 January 2024 to 30 June 2024	15 July 2024
Non-audited Expenditure report covering the period from commencement to 30 June 2024	30 September 2024
WWVP and WHS Statement of Compliance	31 October 2024
Performance report covering the period from 1 July 2024 to 31 December 2024	15 January 2025
Site visit, to be conducted by the Commonwealth in the three months leading up to the due date	30 June 2025
Performance report covering the period 1 January 2025 to 30 June 2025	15 July 2025
Non-audited Expenditure report covering the period from 1 July 2024 to 30 June 2025	30 September 2025

11.2 The following information must be provided in the following types of Reports:

Report	Details
Performance report	Performance reports must detail the progress and performance of the Project during the reporting period, including against the outcomes, objectives and performance targets set out in this Project Schedule. If there are significant issues affecting the progress of the Project, the Interim Performance report must specify the actions being taken to address the issues.
Expenditure report	The following information must be provided: 1. A Financial Declaration: a) verifying that the Grant was expended for the Project and in accordance with the Project Agreement; b) specifying any amount of the Grant that remains unspent for that Financial Year; and c) certified by the Provider's CEO, Board or authorised officer.

Report	Details
	<p>Financial declarations will be required only where requested by the Commonwealth. In accordance with clauses 116 of the Head Agreement, Providers must keep full and accurate records relating to Grant expenditure.</p> <p>2. Expenditure Report:</p> <ul style="list-style-type: none"><li>a) a detailed statement of income and expenditure relating to the Grant; and</li><li>b) a financial declaration as referred to above.</li></ul> <p>If audited, the Expenditure Report is to be audited in accordance with clauses 55-56 of the Head Agreement.</p> <p>Part 3 of this Project Schedule specifies the type of report and whether the Expenditure Report for a Project is to be unaudited or audited.</p>



**PART 2: PRE CONSTRUCTION OBLIGATIONS****12 Right to Undertake Works at Location**

12.1 Before the Provider commences the Works the Provider must have:

- a. a lease;
- b. an agreement for lease;
- c. a licence; or
- d. some other interest or right,

that permits the Provider to occupy and undertake the Works at the Location and which is reasonably satisfactory to the Commonwealth. The Provider must, on request, provide the Commonwealth with copies of all relevant documentation regarding its interest in and its right to occupy and undertake the Works at the Location.

12.2 If required by the Commonwealth, the Provider must enter into a Purposes Deed with the Commonwealth and the Owner, in a form provided by the Commonwealth, as soon as reasonably practical after the Project Agreement Start Date.

12.3 If the Provider fails to comply with items 12.1 and 12.2 the Commonwealth may terminate this Project Agreement immediately under clauses 88 and 89 of the Head Agreement.

**13 Approvals**

13.1 The Provider must, within 28 days of the Project Agreement Start Date (or such longer time as approved by the Commonwealth) obtain all approvals necessary for:

- a. the development of the Location for the Designated Use;
- b. the construction of the Works; and
- c. the use of the Works for the Designated Use, and must, if requested by the Commonwealth, give a copy of each approval to the Commonwealth.

13.2 The Provider must, within 28 days of the Project Agreement Start Date (or such longer time as approved by the Commonwealth) obtain a Building Permit for the construction of the Works and must give a copy of the Building Permit to the Commonwealth.

**14 Activities on Native Title Land**

14.1 Without limiting items 12 and 13, before the Provider undertakes Works on Native Title Land, the Provider must, in addition to complying with item 12, obtain all necessary authorities to undertake the Works, including, where required by law, the agreement of any native title holders or claimants in relation to the Native Title Land concerned, including, if appropriate, entering into an Indigenous Land Use Agreement.

14.2 Before the Provider undertakes Works on Native Title Land, the Provider must be satisfied that the native title holders or claimants understand the nature of the Works and have had an adequate opportunity to comment. That is, where Works are undertaken on Native Title Land, the Provider must consult with native title holders or claimants, even if there is no legal requirement that the Provider obtain their agreement. In all cases, it is desirable that the Provider has their agreement.

14.3 If the Provider fails to obtain all necessary authorities to undertake the Works (including, where required by law, agreeing an Indigenous Land Use Agreement and having it registered on the Register of Indigenous Land Use Agreements), within 6 months after the Project Agreement Start Date, the Provider must immediately notify the Commonwealth in writing. The Commonwealth may either:

- a. negotiate changes to the Works to either avoid the need for the relevant authorities to be obtained or for an Indigenous Land Use Agreement to be negotiated and registered on the Register of Indigenous Land Use Agreements, or otherwise address the issues preventing the

relevant authorities being obtained or the parties agreeing to an Indigenous Land Use Agreement and having it registered on the Register of Indigenous Land Use Agreements;

- b. terminate this Project Agreement immediately under clauses 88 to 91 of the Head Agreement; or
  - c. reduce the scope of this Project Agreement in accordance with clauses 88 to 91 of the Head Agreement, in which case the Provider agrees that the Commonwealth will not be liable to pay the Provider any costs to the extent they relate to the part of the Works requiring the authorities or negotiation and registration of an Indigenous Land Use Agreement.
- 14.4 The Provider must provide the Commonwealth with a copy of any Indigenous Land Use Agreement entered into for the purposes of this item 14 within 5 business days after registration on the Register of Indigenous Land Use Agreements.
- 14.5 Unless otherwise agreed in writing, the Commonwealth is only required to pay the Grant to the Provider if the Provider has complied with this item 14.

## **15 Activities on Land Rights Land**

- 15.1 Without limiting items 12 and 13, before the Provider undertakes Works on Land Rights Land, the Provider must obtain all necessary authorities to undertake the Works, including, where required by law, from any land holding body, traditional owners or claimants of the Land Rights Land concerned.
- 15.2 Before the Provider undertakes Works on Land Rights Land, the Provider must be satisfied that the land rights holders or claimants understand the nature of the Works and have had an adequate opportunity to comment. That is, where the Works are undertaken on Land Rights Land, the Provider must consult with land rights holders or claimants, even if there is no legal requirement that the Provider obtain their agreement. In all cases, it is desirable that the Provider has their agreement.
- 15.3 Unless otherwise agreed in writing, the Commonwealth is only required to pay the Grant to the Provider if the Provider has complied with this item 15.

## **16 Design of the Works**

- 16.1 The Provider is responsible for the design of the Works and must ensure that:
- a. the design of the Works is conducted with the level of skill and care of a prudent and competent design professional;
  - b. the design of the Works comply with the National Construction Code (whether or not it applies of its own force to the Location) and other regulatory requirements of the relevant State or Territory and local government in the jurisdiction in which the Works are to be carried out or that otherwise apply to the Location;
  - c. the Works will be fit for the Designated Use;
  - d. all Construction Documents are approved by a registered building certifier; and
  - e. an Occupancy Permit will be able to be issued in respect of the Works on their completion.

## **17 Construction Contracts and Plans**

- 17.1 The Provider must give the Commonwealth copies of all Construction Documents.
- 17.2 Within a reasonable time after receiving copies of the Construction Documents, the Commonwealth will notify the Provider that the Commonwealth either:
- a. approves the Construction Documents; or
  - b. requires the Provider to make changes to the Construction Documents.
- 17.3 If the Commonwealth requires the Provider to make changes to the Construction Documents under item 17.2(b), the Provider must make those changes and give the Commonwealth copies of the

revised Construction Documents incorporating those changes, at which time the provisions of item 17.2 and this item 17.3 will apply again.

- 17.4 The Provider remains fully responsible for the adequacy and sufficiency of the Construction Documents for the Works and the Designated Use. No review, comment, requested amendment or approval by the Commonwealth will transfer any risk in respect of the Construction Documents to the Commonwealth.
- 17.5 The Provider must not make any substantial or material change to the Construction Documents once the Commonwealth has approved them without the Commonwealth's prior written consent.

## **18 Latent Site Conditions pre Works**

- 18.1 The Provider must ensure that:
- a. the Location is suitable for carrying out the Works and using the Works for the Designated Use; and
  - b. there are no Latent Conditions at the Location that may affect the Provider's ability to complete the Works or use the Works for the Designated Use.

## **19 Subcontracting**

- 19.1 In addition to the requirements for subcontracting in clauses 32 to 36 of the Head Agreement, any subcontract of the Project, or any part of it, must include clauses equivalents to items 12 to 15 (inclusive) of this Project Agreement.



**PART 3: CONSTRUCTION OBLIGATIONS**

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**20 Works**

- 20.1 The Provider must undertake the Works at the Location with the level of skill and care of a prudent and competent building professional.
- 20.2 The Provider must carry out the Works in accordance with the approved Construction Documents, unless the Commonwealth gives the Provider written notice permitting or requiring otherwise.
- 20.3 Notwithstanding that the Location may not be in a Building Control Area, the Provider must undertake the Works as though the Location and the Works are subject to Parts 4 to 13 of the Building Act and the Building Regulations (including, but not limited to, requiring a Building Permit and an Occupancy Permit).

**21 Latent Site Conditions during Works**

- 21.1 If, at any time during the conduct of the Works, a condition at the Location is discovered that may affect the Provider's ability to complete the Works or use the Works for the Designated Use (whether a Latent Condition or otherwise), the Provider must:
- a. immediately notify the Commonwealth;
  - b. give the Commonwealth any details it reasonably requires as to the condition, its causes, and its effect on the Works or the use of the Works;
  - c. allow the Commonwealth, and any person the Commonwealth nominates, access to the Location at all reasonable times to inspect and investigate the condition; and
  - d. take all steps necessary to avoid (or, if the condition cannot be avoided, mitigate) the impacts of the condition on the performance or use of the Works.
- 21.2 The Commonwealth may direct the Provider to change the Works to overcome the impacts of any condition at the Location that would or may adversely affect the Provider's ability to complete the Works in accordance with this Project Agreement, use the Works for the Designated Use, or otherwise comply with the Provider's obligations under this Project Agreement. Any such direction does not limit the Commonwealth's rights under item 21.3 below.
- 21.3 If, in the Commonwealth's reasonable opinion, a condition referred to in item 21.1 or 21.2 is a Latent Condition:
- a. all steps the Provider takes (and that any third party takes on the Provider's behalf) to avoid or mitigate the impacts of the Latent Condition in accordance with item 21.2 are entirely at the Provider's own risk and expense and must not be paid for using any of the Grant; and
  - b. the Commonwealth may, at any time following the identification of the Latent Condition, terminate this Project Agreement under clauses 88 to 91 of the Head Agreement, if the Commonwealth considers that:
    - i. the Location cannot or will not be able to be used for the Designated Use;
    - ii. the impacts of the Latent Condition are unable to be avoided or mitigated so as to complete the Works; or
    - iii. the Provider has failed to avoid or mitigate the impacts of the Latent Condition in accordance with item 21.1 within a reasonable time.
- 21.4 The Commonwealth's termination of this Project Agreement under item 21.3 does not limit the Provider's obligations under item 21.1.

**22 Date for Completion of the Works**

- 22.1 The Provider must complete the Works by the Date for Completion of the Works.

- 22.2 If the Provider has not completed the Works by the Date for Completion the Provider will be in breach of this Project Agreement and clauses 82 to 87 of the Head Agreement will apply.

### **23 Completion of the Works**

- 23.1 Within 10 business days after completing the Works, the Provider must provide the Commonwealth with an Occupancy Permit.
- 23.2 Within 10 business days after receiving the [certificates/written certification] under item 23.1, the Commonwealth may give the Provider written notice setting out the further matters which the Commonwealth requires the Provider to address to meet the conditions for completion of the Works.
- 23.3 The Provider must address all matters raised by the Commonwealth in a notice provided under item 23.2 as soon as reasonably practical after the Provider receives the notice.

### **24 Defects**

- 24.1 The Provider must correct all Defects that appear in the Works during the Defects Liability Period.

### **25 Project Advisory and Management Services Panel**

- 25.1 The Provider acknowledges that the Commonwealth has established or may establish one or more panels to provide the Commonwealth with project advisory and technical and project management services in areas such as cost management, quantity surveying, land surveying and infrastructure advice.
- 25.2 The Provider will cooperate fully with such panel members, including:
- a. giving them access to the Location and the Works;
  - b. providing any information requested in relation to the Works; and
  - c. facilitating meetings, discussions and access to other stakeholders, such as the Project Manager and the Owner.

### **26 Building Code 2016**

- 26.1 The Provider declares as at the date of commencement of this Project Agreement in relation to the Works, that it:
- a. is not subject to an Exclusion Sanction;
  - b. unless approved otherwise by the ABC Commissioner, is not excluded from performing Building Work funded by a state or territory government; and
  - c. is not covered by, and does not have Related Entities covered by, an Enterprise Agreement that does not meet the requirements of section 11 of the Building Code;
- 26.2 The Provider:
- a. declares as at the date of commencement of this Project Agreement in relation to the Works; and
  - b. must ensure that during the term of this Project Agreement in relation to the Works, that it and its subcontractors:
  - c. comply with the Building Code;
  - d. will only use products in relation to the Works that comply with the relevant Australian standards published by, or on behalf of, Standards Australia.
- 26.3 Without limiting and notwithstanding item 26.2c, the Provider will ensure that remedial action is taken to rectify any behaviour on the part of it and its subcontractors that is non-compliant with the Building Code.
- 26.4 The Provider must every six months during the term of this Project Agreement advise the Commonwealth whether:



- a. it has in the preceding 6 months or since it last advised the Commonwealth, whichever is the earliest, had an adverse decision, direction or order of a court or tribunal made against it for a breach of a designated building law, work health and safety law or the *Migration Act 1958* (Cth); or
  - b. it has in the preceding 6 months or since it last advised the Commonwealth, whichever is the earliest:
    - i. been required to pay any amount under an adjudication certificate (provided in accordance with a law relating to the security of payments that are due to persons in respect of building work) to a Building Contractor or Building Industry Participant; or
    - ii. owed any unsatisfied judgement debts to a Building Contractor or Building Industry Participant.
- 26.5 Compliance with the Building Code does not relieve the Provider from responsibility to perform this Project Agreement, or from liability for any defect in the Works arising from compliance with the Building Code.
- 26.6 The Provider must notify the ABCC of any breach or suspected breach of the Building Code as soon as practicable but no later than 2 working days after becoming aware of the breach or suspected breach and of the steps proposed to be taken to rectify the breach.
- 26.7 The Provider acknowledges the powers and functions of the ABC Commissioner and the ABCC under the Act and the Building Code and will ensure that it and its subcontractors comply with any requests made by the ABCC and the ABC Commissioner within those powers and functions, including but not limited to requests under the *Building and Construction Industry (Improving Productivity) Act 2016* (Cth) for entry (section 72), to interview any person (section 74), to produce records or documents (sections 74 and 77) and responding to requests for information concerning matters relating to the Building Code under section 7(c) of the Building Code.
- 26.8 The Provider must only enter into a subcontract for any of the Works where:
- a. the Provider has submitted a declaration of compliance, including the further information outlined in Attachment A to the declaration of compliance, in substantively the same form as the model declaration of compliance applicable to contractors and subcontractors in relation to the Building Code (located in Part 4 in the document titled Model Clauses Type B, available on the ABCC website ([www.abcc.gov.au](http://www.abcc.gov.au))); and
  - b. the subcontract with the Provider contains clauses in substantively the same form as the model contract clauses applicable to contractors and subcontractors in relation to the Building Code.
- 26.9 The Provider must ensure that it and its subcontractor comply with clauses contained in the subcontract referred to in item 26.8(b).

## 27 Building and Construction WHS Accreditation Scheme

- 27.1 Building Work procured using funds provided under this Project Agreement may be covered by the Work Health and Safety Accreditation Scheme (**WHS Accreditation Scheme**).
- 27.2 The WHS Accreditation Scheme is established under the Building and Construction Industry (Improving Productivity) Act 2016 (Cth) and specified in the Building and Construction Industry (Improving Productivity) (Accreditation Scheme) Rules 2019 (Cth).
- 27.3 The WHS Accreditation Scheme applies to Building Work that is indirectly funded by the Commonwealth or a corporate Commonwealth entity if it is carried out under a contract with a value of \$4 million or more (GST inclusive) and the contribution made to the funding of the project that includes the Building Work by the Commonwealth or corporate Commonwealth entity is at least:
- a. \$6,000,000 (GST inclusive) and represents at least 50% of the total funding; or
  - b. \$10,000,000 (GST inclusive).



27.4 Contracts for Building Work that use funds provided under this Project Agreement and that meet the financial thresholds outlined above should:

- a. be notified to the Office of the Federal Safety Commissioner at the earliest possible opportunity (that is, when approaching the market) and
- b. contain a requirement that the builder:
  - i. is accredited under the WHS Accreditation Scheme\* and
  - ii. maintains their accreditation while carrying out the Building Work.

\*Paragraph 26(g) of the *Building and Construction Industry (Improving Productivity) (Accreditation Scheme) Rules 2019* outlines provisions applying to joint venture arrangements that include accredited and unaccredited builders.

## 28 Work Health and Safety

- 28.1 The Provider must prepare, and must ensure that its head contractor prepares, a Work Health and Safety Plan which complies with the WHS Law.
- 28.2 The Work Health and Safety Plan must, in particular, comply with:
  - a. Chapter 6 of the Work Health and Safety Regulations 2011 (Cth); and
  - b. all relevant codes of practice relating to the carrying out of the Works.
- 28.3 The Work Health and Safety Plan must address all matters relating to the regulation and implementation of safe work practices on the Location, including but not limited to site induction, recording and reporting of accidents and incidents and the protection of other users of the Works, the Location and their surroundings.
- 28.4 The Provider acknowledges and agrees that for the purposes of the WHS Law, in carrying out the Works, it:
  - a. is a person conducting a business or undertaking;
  - b. has management and control of the site to the extent necessary to carry out the Works; and
  - c. will be or it must appoint its head contractor as the 'principal contractor' in relation to the carrying out of the Works for the purposes of the WHS Law.
- 28.5 The Provider must comply, and must ensure that its head contractor complies, with all duties and obligations imposed on a principal contractor under the WHS Law, including:
  - a. complying with its health and safety duties in relation to all work under this Project Agreement;
  - b. complying with the consultation, representation and participation requirements, including any consultation required with other designers and manufacturers;
  - c. preparing safe work method statements for high risk construction work and ensuring that the high risk construction work is carried out in accordance with the safe work method statements;
  - d. complying with all relevant codes of practice approved under the WHS Law;
  - e. immediately notifying the Commonwealth of any 'notifiable incident', as defined in the WHS Law;
  - f. permitting the Commonwealth and its nominees entry to the Location where the Works are being carried out;
  - g. permitting entry to the Location by work health and safety entry permit holders; and
  - h. not permitting any act or omission that causes or may cause the Commonwealth or the Provider to not comply with the WHS Law.

## 29 Definitions

29.1 In this Project Agreement, unless the contrary appears:

**ABCC** means the body referred to in section 29(2) of the *Building and Construction Industry (Improving Productivity) Act 2016* (Cth).

**ABC Commissioner** means the Australian Building and Construction Commissioner referred to in section 15(1) of the *Building and Construction Industry (Improving Productivity) Act 2016* (Cth).

**Building Act** means the *Building Act* (NT).

**Building Code** means the *Code for the Tendering and Performance of Building Work 2016* (Cth), which is available at <https://www.legislation.gov.au/Series/F2016L01859>.

**Building Contractor** has the same meaning as in the *Building and Construction Industry (Improving Productivity) Act 2016*.

**Building Control Area** means an area of the Northern Territory to which any or all of the provisions of the Building Act and Building Regulations have been declared to apply to under section 6(2) of the Building Act.

**Building Industry Participant** has the same meaning as in the *Building and Construction Industry (Improving Productivity) Act 2016* (Cth).

**Building Permit** means a building permit issued under section 59 of the Building Act in respect of the Works.

**Building Regulations** means the *Building Regulations* (NT).

**Building Work** has the same meaning as in section 3(4) of the Building Code.

**Commonwealth Funded Building Work** means Building Work in items 1-8 of Schedule 1 of the Building Code.

**Construction Documents** means all construction contracts, design plans and construction plans for the Works.

**Date of Completion of the Works** means the date the Provider is required to complete the works, as specified in item 1.1.

**Date of Completion of the Works** means the date the Works are actually completed, determined in the manner set out in item 1.1.

**Defect** means any defect, shrinkage, fault or omission in the Works, including any aspect of the Works which is not in accordance with the requirements of this Project Agreement or otherwise is not fit for its intended purpose;

**Defects Liability Period** means the period which starts on the Works Completion Date and which continues for the period described in item 4.1.

**Designated Use** means the Designated Use specified in item 4.1.

**Enterprise Agreement** has the same meaning as in the *Fair Work Act 2009* (Cth).

**Exclusion Sanction** has the same meaning as in section 3(3) of the Building Code.

**Head Agreement** means the head agreement entered into by the Commonwealth and the Provider identified by the Grant System Agreement number shown on the first page of this Project Schedule.

**Indigenous Employment Plan** means a plan that outlines, to the reasonable satisfaction of the Commonwealth:

- a. the number of Indigenous employees to be employed over the life of the project;



- b. the roles, responsibilities and required training of Indigenous employees to be employed over the life of the Project;
- c. how the employment of local Indigenous employees will be supported and sustained;
- d. how Indigenous employment will be implemented, monitored and reviewed in respect of the Project;
- e. how the project Manager will communicate with employees, service providers and the community about participation issues (including cultural awareness training for personnel, as required); and
- f. the methods for managing subcontractors and other service providers to fulfil the stated Indigenous employment commitments.

**Indigenous Land Use Agreement** means an indigenous land use agreement made under the *Native Title Act 1993* (Cth).

**Land Rights Land** means land which is:

- a) subject to a freehold estate or lease granted or vested under legislation that makes provision for the grant or vesting of such things only to, in or for the benefit of, Aboriginal peoples or Torres Strait Islanders;
- b) held expressly for the benefit of, or held on trust, or reserved, expressly for the benefit of, Aboriginal peoples or Torres Strait Islanders; or
- c) claimed under legislation referred to above in paragraph (a).

**Latent Conditions** means any ground condition at the Location where the Works are to take place, excluding ground conditions resulting from inclement weather, which differ materially from those which should have been anticipated by a prudent, competent and experienced building contractor.

**Location** means the site at which the Works and Project are to be carried out, as specified in item 6.1.

**Milestone** means a milestone of the Project as specified in item 5.1.

**Native Title Land** means land that is subject to native title or subject to a native title claim.

**National Construction Code** means the National Construction Code issued by the Australian Building Codes Board. Information on the National Construction Code can be obtained from <http://www.abcb.gov.au/>

**Occupancy Permit** means an occupancy permit issued under section 72 of the Building Act in respect of the Works.

**Owner** means the owner of the Location.

**Purposes Deed** means a deed between the Commonwealth, the Provider, and the Owner (if the Provider is not the Owner) under which the Provider (and the Owner if the Provider is not the Owner) agree that the Location will be used for the Designated Use for the Designated Use Period.

**Related Entity** has the same meaning as in section 3(2) of the Building Code.

**Register of Indigenous Land Use Agreements** means the register of indigenous land use agreements established under the *Native Title Act 1993* (Cth).

**Scheme** means the Australian Government Building and Construction WHS Accreditation Scheme established by the *Building and Construction Industry (Improving Productivity) Act 2016*.

**WHS Law** means all legislative requirements dealing with or relevant to health and safety at work and of workers and others who may be affected by the carrying out of the Project or the Works, and includes any requirements of any government authority exercising regulatory powers in respect of such matters, including but not limited to the *Work Health and Safety Act 2011* (Cth).

**Works** means that part of the Project which relates to the design, construction, modification, expansion, refurbishment, installation, furnishing, equipping or fit-out of structures and related activities, the scope of which is specified in item 4.1.

#### **PART 4: ADDITIONAL CONDITIONS**

### **30 Aboriginals Benefit Account**

- 30.1 The Grant is made under section 64(4) of the *Aboriginal Land Rights (Northern Territory) Act 1976*. The Grant is being made from the Aboriginals Benefit Account (ABA) to or for the benefit of Aboriginal people living in the Northern Territory.

### **31 Detailed Budget**

- 31.1 Unless otherwise approved by the Commonwealth in writing and subject to item 31.2 below, the Provider must spend the Grant in accordance with the following budget:

<b>Year 2023-2024</b>		
<b>Expenditure item</b>	<b>Grant amount (GST exclusive)</b>	<b>Contribution from Provider (GST exclusive)</b>
Bond	\$5,000.00	
Rent (50%)	\$32,500.00	
Salon construction	\$150,000.00	
Products and consumables (50%)	\$60,000.00	
Operations and Admin Expenses (including advertising, uniforms, POS, research, IT phone, computer and software, staff costs, office supplies, legal fees, registration, permits) (50%)	\$79,600.55	
Tool, equipment, furniture	\$100,000.00	
Insurance	\$5,000.00	
Vehicle	\$72,298.85	
Provider Contribution: <ul style="list-style-type: none"> <li>• purchase business name</li> <li>• registration of business</li> <li>• purchase business domain</li> <li>• admin and fuel costs</li> </ul>	\$0.00	\$5,000.00
<b>Total:</b>	<b>\$504,399.40</b>	<b>\$5,000.00</b>
<b>Year 2024-2025</b>		
<b>Expenditure item</b>	<b>Grant amount (GST exclusive)</b>	<b>Contribution from Provider (GST exclusive)</b>
Rent (50%)	\$32,500.00	
Products and consumables (50%)	\$60,000.00	
Operations and Admin Expenses (including advertising, uniforms, POS, research, IT phone, computer and software, staff costs, office supplies, legal fees, registration, permits) (50%)	\$79,600.60	
<b>Total:</b>	<b>\$172,100.60</b>	<b>\$0.00</b>



- 31.2 The Provider may transfer amounts between categories of expenditure items within the budget which are less than 10% without seeking Commonwealth approval. The total amount of transfers in any financial year must not exceed 10% of the total value of Grant payments under the Project Agreement in that financial year. The Provider and the Commonwealth shall review the budget set out in item 32.1 annually on a date agreed by the parties. Any changes to the budget must be agreed in writing but without the requirement of a contract variation as set out in clause 139 "Variation" of the Head Agreement.

### 32 Restrictions on expenditure

- 32.1 In addition to clause 12 of the Head Agreement, the Provider must not use any part of the Grant for any of the following purposes, unless it obtains the Commonwealth's prior written approval:
- to make a loan or gift;
  - to pay sitting fees, allowances, travel expenses or similar payments to Directors or members of the Provider's organisation or any related entities (including any parent or subsidiary company);
  - to pay commissions, success bonuses or similar benefits to staff, members or consultants;
  - for overseas travel;
  - to engage a consultant;
  - to conduct litigation; or
  - to transfer money (including as a payment, reimbursement, gift or loan) to a parent or subsidiary company of the Provider.

### 33 Subcontracting

(Clauses 32 to 36L of the Head Agreement)

- 33.1 The Commonwealth approves the following subcontractors for the purpose of clauses 32 to 36 of the Head Agreement:

Company Name	Name/s of Relevant Staff	Details and Conditions of Approval
Mack Construction (NT)	S47F Director	Fit-out of 9/89 Todd Mall, Alice Springs, NT 0870 as per QU-0109: <b>Prelims</b> - Sign contract and notice to proceed <b>Apply for Permits</b> - Fees - Inspection Schedule <b>Site Work</b> - Renovation Phase <b>Framing &amp; Carpentry Works</b> - Doors / Hardware / Fixture - Decorator Mouldings, etc - Finish Hardware insulation in framing

		<p><b>Drywall</b></p> <ul style="list-style-type: none"> <li>- Plastering of walls and ceiling</li> </ul> <p><b>Painting</b></p> <ul style="list-style-type: none"> <li>- Paint interior</li> </ul> <p><b>Cabinets</b></p> <ul style="list-style-type: none"> <li>- Install all cabinetry throughout office</li> </ul> <p><b>Finish Plumbing</b></p> <ul style="list-style-type: none"> <li>- Complete throughout</li> <li>- Conduct finish plumbing inspection</li> </ul> <p><b>Finish Electrical</b></p> <ul style="list-style-type: none"> <li>- Electrical</li> <li>- Conduct finish electrical inspection</li> </ul> <p><b>Mechanical</b></p> <ul style="list-style-type: none"> <li>- New mechanical</li> <li>- Conduct HVAC inspection</li> </ul> <p><b>Tiling</b></p> <ul style="list-style-type: none"> <li>- Tile throughout</li> </ul> <p><b>Final Acceptance</b></p> <ul style="list-style-type: none"> <li>- Complete final inspection for Certificate of Occupancy</li> <li>- Clean-up for Occupancy</li> <li>- Perform final walk-through inspection</li> <li>- Complete punch list items</li> </ul>
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### 34. Assets

(Clauses 40 to 47 of the Head Agreement)

- 34.1 For the purpose of clauses 40 to 47 of the Head Agreement, the Commonwealth approves the Provider to purchase, lease or acquire Assets using the Grant as follows:

Description of Asset	Nature of Interest (purchase, lease or acquisition)	Conditions	Grant amount to be used (GST exclusive)	Contribution from any other source (GST exclusive)	Total value or cost (GST exclusive)
Hilux 4x4 Rogue 2.8L Diesel Automatic Double Cab C222140 001	Purchase	New	\$69,171.55	\$0.00	\$69,171.55

Engine: 1GD5427791					
Chassis: MR0BA3CD0 00186033					
Colour : Silver Sky					

#### 34.2 Grant of security interest

34.2.1 The Provider grants a security interest in the Secured Property to the Commonwealth to secure the proper performance of the Provider's obligations under this Agreement.

34.2.2 The security interest is in the nature of a floating charge over the Secured Property.

#### 34.3 Priority

34.3.1 The parties intend the security interest created under clause 34.2 to take priority over all other Encumbrances over the Secured Property except obligations mandatorily preferred by law.

#### 34.4 Acknowledgement of no subordination

34.4.1 The Provider acknowledges that the Commonwealth has not agreed to subordinate its Encumbrance in the Secured Property (including by way of pari passu security) to any other interest in the Secured Property.

#### 34.5 Restricted dealings

34.5.1 The Provider agrees not to do, or agrees to do, any of the following:

- a. create or allow another interest in:
  - (a) any Secured Property;
  - (b) this Agreement or any of the Commonwealth's obligations under this Agreement; or
  - (c) any Assets; or
- b. dispose, or part with possession of, any Secured Property except in the proper performance of this Agreement.

34.5.2 Where, by law, the Commonwealth may not restrict the creation of any Encumbrance in an asset ranking after the security interest granted in clause 34.2:

- a. clause 34.5.1 will not restrict that creation; and
- b. the Provider agrees to ensure that, before that Encumbrance is created, the holder of the Encumbrance enters into a deed of priority in form and substance satisfactory to the Commonwealth.

#### 34.6 Permitted dealings

34.6.1 The Provider may, in the ordinary course of the Provider's business unless it is prohibited from doing so by another provision of this Agreement, withdraw or transfer money from an account with a bank or other financial institution.

#### 34.7 Revolving Assets

34.7.1 If a Control Event occurs in respect of any Secured Property, then automatically:



- a. that Secured Property is not (and immediately ceases to be) a Revolving Asset;
- b. any floating charge over that Secured Property immediately operates as a fixed charge;
- c. if the Secured Property is accounts (as defined in the PPSA) or chattel paper, it is transferred to the Commonwealth by way of security; and
- d. the Provider may no longer deal with the Secured Property under clause 34.6.

#### **34.8 Conversion to Revolving Assets**

34.8.1 If any Secured Property is not or ceases to be a Revolving Asset, and becomes subject to a fixed charge or transfer under this clause 34. (Assets). The Commonwealth may give the Provider a notice stating that, from a date specified in the notice, the Secured Property specified in the notice is a Revolving Asset, or becomes subject to a floating charge or is transferred back to the Provider. This may occur any number of times.

#### **34.9 Exclusion of PPSA provisions**

34.9.1 To the extent the law permits:

- a. for the purposes of sections 115(1) and 115(7) of the PPSA;
  - (a) the Commonwealth need not comply with sections 95, 118, 121(4), 125, 130, 132(3)(d) or 132(4); and
  - (b) sections 142 and 143 are excluded;
- b. for the purposes of section 115(7) of the PPSA, the Commonwealth need not comply with sections 132 and 137(3);
- c. if the PPSA is amended after the Commencement Date to permit the Provider and the Commonwealth to agree not to comply with or exclude other provisions of the PPSA, the Commonwealth may notify the Provider that any of these provisions is excluded, or that the Commonwealth need not comply with any of these provisions, as notified to the Provider by the Commonwealth; and
- d. the Provider agrees not to exercise the Provider's rights to make any request of the Commonwealth under section 275 of the PPSA, to authorise the disclosure of any information under that section or to waive any duty of confidence that would otherwise permit non-disclosure under that section (but this does not limit the Provider's rights to require information other than under section 275).

#### **34.10 Circumstances when security may be enforced**

34.10.1 The security interest created under clause 34.2 in respect of the Secured Property is immediately enforceable if the Provider becomes subject to an obligation to repay all or part of the Funds under clauses 45, 80, 81(b)(iii), 91(c) and more generally under clauses 128 to 132 of the Head Agreement, and has not made payment within the required time frame.

#### **34.11 Exercise of rights by Commonwealth**

34.11.1 If the Commonwealth exercises a power, right, discretion or remedy in connection with this Agreement, that exercise is taken not to be an exercise of a power, right, discretion or remedy under the PPSA unless the Commonwealth states otherwise at the time of exercise. This clause does not apply to a power, right, discretion or remedy which can only be exercised under the PPSA.

#### **34.12 No notice required unless mandatory**

34.12.1 To the extent the law permits, the Provider waives:



- a. the Provider's rights to receive any notice that is required by:
    - (a) any provision of the PPSA (including a notice of a verification statement); or
    - (b) any other law before a secured party or Receiver exercises a power, right, discretion or remedy; and
  - b. any time period that must otherwise lapse under any law before a secured party or Receiver exercises a right, power or remedy.
- 34.12.2 If the law which required a period of notice or a lapse of time cannot be excluded, but the law provides that the period of notice or lapse of time may be agreed, that period or lapse is one day or the minimum period the law allows to be agreed (whichever is the longer).
- 34.12.3 Nothing in this clause 34.12 prohibits the Commonwealth or any Receiver from giving a notice under the PPSA or any other law.

#### **34.13 Appointment of nominee for PPSA registration**

- 34.13.1 For the purposes of section 153 of the PPSA, the Provider appoints the Commonwealth as the Provider's nominee, and authorises the Commonwealth to act on the Provider's behalf, in connection with a registration under the PPSA of any security interest in favour of the Provider which is:
- a. evidenced or created by chattel paper;
  - b. perfected by registration under the PPSA; and
  - c. transferred to the Commonwealth under this Agreement.
- 34.13.2 This authority ceases when the registration is transferred to the Commonwealth.

#### **34.14 Commonwealth's right to make good a default**

- 34.14.1 If the Provider breaches this Agreement, the Commonwealth may, upon prior written notice to the Provider and within a reasonable time after the occurrence of the breach, do everything the Commonwealth reasonably consider to be necessary or desirable to attempt to remedy the breach to the Commonwealth's reasonable satisfaction. The Commonwealth is not obliged to do so. Any liabilities or expenses reasonably incurred by the Commonwealth in attempting to remedy any such breach must be reimbursed by the Provider on demand.
- 34.14.2 Clause 34.14.1 does not limit any other right the Commonwealth has under this Agreement or at law.

#### **34.15 Powers on enforcement**

- 34.15.1 If the security interest has become enforceable, the Commonwealth or any of the Commonwealth's authorised representatives may exercise any of the powers that might be exercised by a Receiver even if a Receiver has not been appointed. If the Commonwealth or the Commonwealth's authorised representatives exercise these powers, the Commonwealth will notify the Provider of that exercise.

#### **34.16 Definitions**

**Control Event** means, in relation to any Secured Property:

- (a) that is or would have been a Revolving Asset:
  - i. the Provider breaches, or attempts to breach, clause 34.5 in respect of the Secured Property or takes any step which would result in the Provider doing so;

- ii. a person takes a step (including signing a notice or direction) which may result in Taxes, or any amount owing to an authority, ranking ahead of the secured interest in the Secured Property under this Agreement;
  - iii. distress is levied or a judgment, order or Encumbrance is enforced or a creditor takes any step to levy distress or enforce a judgment, order or Encumbrance, over the Secured Property; or
  - iv. the Commonwealth gives a notice to the Provider that the Secured Property is not a Revolving Asset. (However, the Commonwealth may only give a notice if the Commonwealth reasonably consider that it is necessary to do so to protect the Commonwealth's rights under this Agreement or if a Termination Event is subsisting); or
- (b) in respect of all Secured Property that is, or would have been, Revolving Assets:
- i. a voluntary administrator, liquidator or provisional liquidator is appointed in respect of the Provider or the winding up of the Provider begins;
  - ii. a Receiver is appointed to any of the Provider's property; or
  - iii. something having a substantially similar effect to paragraph (i) or (ii) above happens under any law.

**Encumbrance means:**

- (a) any mortgage, pledge, lien or charge;
- (b) any title retention arrangement;
- (c) any other right, interest, agreement, notice or arrangement of any kind that in substance secures the payment of money or the performance of an obligation, or that gives a creditor priority over unsecured creditors in relation to any property, including any arrangement under which money or the benefit of a bank or other account may be applied, set off or made subject to a combination of accounts or not repayable in certain circumstances;
- (d) any third party's right or interest arising as a consequence of the enforcement of a judgment; or
- (e) any other agreement, notice or arrangement having a similar effect,

and includes any agreement to grant or create any of the above and includes a security interest within the meaning of section 12(1) of the PPSA.

**PPSA** means the *Personal Property Securities Act 2009* (Cth).

**Receiver** means receiver or a receiver and manager.

**Revolving Asset** means any Secured Property:

- (a) which is:
  - i. inventory;
  - ii. a negotiable instrument;
  - iii. machinery, plant or equipment which is not inventory and has a value of less than \$50,000 or its equivalent;

iv. money (including money withdrawn or transferred from an account with a bank or other financial institution); and

(b) in relation to which no Control Event has occurred, subject to clause 34.8.

**Secured Property** means part of the Funds that has not been spent on the Project in accordance with this Agreement (including the bank account or any other investment in which the Funds are held).

**Taxes** means taxes, levies, imposts, charges and duties (including stamp and transaction duties) imposed by any government agency together with any related interest, penalties, fines and expense in connection with them.

**Termination Event** means an event allowing for the Commonwealth to terminate as specified in clauses 88 or 92 of the Head Agreement.



**EXECUTION PAGE****Executed as a Deed****Commonwealth:**

**SIGNED, SEALED and DELIVERED** for and on behalf of the Commonwealth of Australia as represented by the National Indigenous Australians Agency by:

Byron Matthews  
(Name of Commonwealth Representative)

s47F  
(Signature of Commonwealth Representative)

Regional Manager  
(Position of Commonwealth Representative)

28/6/23  
20/06/2023  
[Signature]

s47F  
(Name of Witness in full)

s47F  
(Signature of Witness)

**Provider:**

**SIGNED, SEALED and DELIVERED** for and on behalf of Jane Katie Silverton, ABN 429 2549 7476 in accordance with its rules:

s47F CEO  
(Name and position held by Signatory)

s47F  
(Signature)

17/06/2023

s47F ADVISOR  
(Name and position held by second Signatory /  
Name of Witness)

s47F  
(Signature of second Signatory / Witness)

17/6/23

Notes about the Provider's signature block:

- if the Provider is an **incorporated association**, the signatories can be any two members of the governing committee of the Association or a member of the governing committee and the Public Officer. Alternatively, the Head Agreement could be executed using the Common Seal. Associations incorporated in the **Northern Territory** must affix their **Common Seal** unless the Rules of the Association authorise a person to enter into legally binding documents.
- if the Provider is a **company**, generally two signatories are required – the signatories can be two Directors or a Director and the Company Secretary. Affix the Provider's **Company Seal**, if required by the Provider's Constitution.
- if the Provider is a **company with a sole Director/Secretary**; the Director/Secretary is required to be the signatory in the presence of a witness. Affix the Provider's **Company Seal**, if required by the Provider's Constitution.
- if the Provider is a **partnership**, a partner must be a signatory in the presence of a witness.
- if the Provider is an **individual**, the Provider must sign in the presence of a witness.
- if the Provider is a **university**, the signatory can be an officer authorised by the legislation creating the university to enter into legally binding documents. A witness to the signature is required.
- if you are a **State or Territory Government**, the delegate must sign for the State/Territory Department/Agency acting on behalf of the State or Territory Government. The delegate's signature must also be witnessed.



## 2023 Statement of Compliance for Working With Vulnerable People (WWVP) and Work Health and Safety (WHS)

To help protect vulnerable people and keep workers safe, the National Indigenous Australians Agency (NIAA) requires grantees to submit a Statement of Compliance in October each year. By completing the Statement of Compliance, grantees provide assurance about whether they have complied with the WWVP and WHS obligations in their funding agreements, or whether there are matters they would like to draw to the NIAA's attention.

### Completing this form

Please review the information on the next page and complete the form by **circling or clearly highlighting the correct answer for each question**.

If you are not sure about your obligations, please refer to the attached fact sheet and your funding agreement with NIAA.

**The Statement of Compliance must be signed by the head of the organisation** – that is, by your Chief Executive Officer or an authorised person in an equivalent position.

**Your organisation is responsible for complying with the WWVP and WHS requirements in your funding agreement. Non-compliance may result in the NIAA terminating your funding agreement.**

### Submitting your form

Please email the **completed and signed** form to [IASComplianceReporting@official.niaa.gov.au](mailto:IASComplianceReporting@official.niaa.gov.au).

The completed and signed form must be returned by **30 November 2023**. If you are unable to return the form by this date, please contact your Agreement Manager.

### Disclosure of information

The NIAA's use and disclosure of both your personal and confidential information (provided in this form or otherwise) is set out at [niaa.gov.au](https://www.niaa.gov.au). Further information regarding NIAA's handling of personal information is contained in our [Privacy Policy](#).

### If you need help

If you need help understanding your obligations or you do not believe that your organisation is required to complete this form, please contact your Agreement Manager.



## 2023 Statement of Compliance for Working With Vulnerable People and Work Health and Safety

### Working With Vulnerable People (WWVP) obligations

Having made all reasonable inquiries, I have reasonable grounds to make the following statement on behalf of **JANE SILVERTON, ABN 42925497476** about our compliance with the WWVP requirements included in our funding agreement(s) with the NIAA for the period 1 October 2022 to 30 September 2023 (please circle or clearly highlight **ONE** option):

YES, we have complied with our WWVP obligations

NO, we haven't complied with our WWVP obligations

If you have circled or highlighted NO above, please provide further details in the box below. Your Agreement Manager will call you to discuss.

### Work Health and Safety (WHS) obligations

Having made all reasonable inquiries, I have reasonable grounds to make the following statement on behalf of **JANE SILVERTON, ABN 42925497476** about our compliance with the WHS requirements included in our funding agreement(s) with the NIAA for the period 1 October 2022 to 30 September 2023 (please circle or clearly highlight **ONE** option):

YES, we have complied with our WHS obligations

NO, we haven't complied with our WHS obligations

If you have circled or highlighted NO above, please provide further details in the box below. Your Agreement Manager will call you to discuss.

**Please complete the declaration on the next page.**

## Declaration

- I am authorised by **JANE SILVERTON**, ABN **42925497476** to make the statements above to the National Indigenous Australians Agency (NIAA) in relation to Grant Activities funded by the NIAA during the period 1 October 2022 to 30 September 2023.
- The information I have provided is true and correct to the best of my reasonable knowledge, having made all reasonable inquiries.
- I acknowledge that giving false or misleading information is a serious offence under Section 137.1 of the *Criminal Code Act 1995 (Cth)*.

NAME: s47F \_\_\_\_\_

POSITION: Owner/CEO \_\_\_\_\_

SIGNATURE: s47F \_\_\_\_\_

DATE: 31 / 10 / 2023



**Australian Government**  
**National Indigenous**  
**Australians Agency**



**NIAA**

**Report details:** Performance Report covering the period covering the period from commencement to 31 December 2023

**Legal Name:** Jane Katie Silverton

**Report description:**  
 IAS Performance Report

**Project Name:** Beauty and Relaxation Service

**Project ID:** 4-IOUYIW7

**Programme Name:**  
 Aboriginals Benefit Account

**Reporting Period:** commencement to 31 December 2023.

### Project Delivery Overview

1. Please provide details about your Organisation's progress in delivering the outcomes and objectives of the project (as outlined in the project description) and where relevant, any challenges and/or changes experienced during the reporting period.

Endorta is focussing on opening doors for service delivery in Alice Springs in February 2024. I have visited Mutitjulu Community and Hermannsburg to seek suitable space to provide my services. I will be visiting the other communities in my agreement throughout 2024.

Milestones are listed below:

June 2023 – secured commercial property.  
 July – Builder applied for building permit.  
 August 2023 – Fit out of salon commenced.  
 November 2023 – Handover from Builder.

Challenges:

Lack of suitable commercial property for lease  
 Delays in orders/shippments  
 Waiting on responses from Companies, Agencies and other service providers



## Success Stories

2. Does your Organisation have any success stories to share for this reporting period?

Please provide details below:

Endorta is almost ready to open its doors for service delivery. We have most of the product's furniture and equipment delivered and setup.

Please attach supporting documentation if available (e.g. photos, news clips, internal reports, case studies or good news stories):

Responses to this question will be used to identify innovation and better practices in service delivery. The Agency may also use this information to publish good news stories on the NIAA website. Any content to be published will be confirmed with your Organisation prior to publication.

## Key Performance Indicators

3. MKDI.D1 - Employment Numbers:

Indigenous -	F: 1	M: 0	Intersex: 0
Total -	F: 1	M: 0	Intersex: 0

4. MKDI.D2 - Hours Worked - Indigenous Staff: 300 hours

5. MKDI.D3 - Hours Worked - All Staff 300 hours

6. MKPI.M1 - Indigenous Employment 1

Proportion (%) of hours worked in the reporting period that were worked by an Indigenous person, under the activity: 300 hours

7. Further information on your Key Performance Indicators.

If you would like to provide any further details about your Organisation's progress against its performance indicators, please do so in the box below.

Ongoing progress, liaising with Environmental Health Department in requirements to open for service. Endorta is aiming toward opening in February 2024.

**Disclaimer:**

Although all care is taken, the Australian Government accepts no responsibility for the accuracy or completeness of this document.

Completed documents remain confidential to the Australian Government National Indigenous Australians Agency. The commercial and personal information of services and participants will not be released outside the terms of the advice provided.

I, the authorised officer \*

- understand and agree to the Disclaimer,
- agree that the information I have provided in this document is true and correct, and
- acknowledge that giving false or misleading information is a serious offence under Section 137.1 of the Criminal Code Act 1995 (Cth)

s47F

(Name)

.29.../01.../2024...

s47F

(Signature)

Milestone Id	Milestone Status	Short Description	Milestone Criteria	Payment Mode	Milestone Type	Financial Year	Expected Due Date	Received	Received Date	Completed	Completed Date	Actual Amount (exc GST)	Payment Status
4-IQKEGYD	Current	Payment 1	Payment upon execution of Agreement	Payment	Payment	2023-2024	18/07/2023	Y	6/07/2023	Y	6/07/2023	\$96,250.00	Paid
4-IQKEGYP	Current	Payment 2	Payment upon evidence of: - signed commercial lease by all parties; and - confirmation of engagement of Sub-contractor	Payment	Payment	2023-2024	31/07/2023	Y	18/07/2023	Y	18/07/2023	\$408,149.40	Paid
4-IQKEH1X	Current	WWVP and WHS Statement of Compliance	Submission of WWVP and WHS Statement of Compliance	Non-Payment	Statement of Compliance Report	2023-2024	31/10/2023	Y	4/12/2023	Y	4/12/2023	\$0.00	
4-IQKEGZ1	Current	Performance Report	Submission of Performance Report covering the period [commenecment to 31 December 2023].	Non-Payment	Performance Report	2023-2024	15/01/2024	Y	6/02/2024	Y	6/02/2024	\$0.00	
4-IQKEGZ8	Current	Site Visit	Site visit, to be conducted by the Commonwealth in the three months leading up to the due date.	Non-Payment	Site Visit	2023-2024	30/06/2024			N		\$0.00	
4-IQKEGZF	Current	Performance Report	Submission of Performance Report covering the period [01 January 2024 to 30 June 2024].	Non-Payment	Performance Report	2023-2024	15/07/2024			N		\$0.00	
4-IQKEGZV	Current	Payment 3	Payment upon provision of satisfactory Performance Report .	Payment	Payment	2024-2025	31/07/2024			N		\$86,050.30	
4-IQKEGZM	Current	Expenditure Report	Submission of Non-audited Expenditure Report covering the period [from commencement to 30 June 2024].	Non-Payment	Financial Acquittal Report	2023-2024	30/09/2024			N		\$0.00	
4-IQKEH1L	Current	WWVP and WHS Statement of Compliance	Submission of WWVP and WHS Statement of Compliance	Non-Payment	Statement of Compliance Report	2024-2025	31/10/2024	N		N		\$0.00	
4-IQKEH0J	Current	Performance Report	Submission of Performance Report covering the period [01 July 2024 to 31 December 2024].	Non-Payment	Performance Report	2024-2025	15/01/2025			N		\$0.00	
4-IQKEH07	Current	Payment 4	Payment 4 - Upon provision of satisfactory Performance Report	Payment	Payment	2024-2025	31/01/2025			N		\$86,050.30	
4-IQKEH0Q	Current	Site Visit	Site visit, to be conducted by the Commonwealth in the three months leading up to the due date.	Non-Payment	Site Visit	2024-2025	30/06/2025			N		\$0.00	
4-IQKEH0X	Current	Performance Report	Submission of Performance Report covering the period [01 January 2025 to 30 June 2025].	Non-Payment	Performance Report	2024-2025	15/07/2025			N		\$0.00	
4-IQKEH14	Current	Expenditure Report	Submission of Non-audited Expenditure Report covering the period [01 July 2024 to 30 June 2025].	Non-Payment	Financial Acquittal Report	2024-2025	30/09/2025			N		\$0.00	