



Invitation for Expressions of Interest

Sanctuary Lakes Club Ltd is looking for an experienced commercial property consultant to assist the Board with understanding how to maximise the use of the club's land assets. Primarily we are seeking a partner to help us build a development plan and business case or possible joint venture scenario.

The Board is seeking to realise the commercial value of our land assets to build long term recurring income streams and to provide the club with an immediate capital injection of funds. We are seeking to do this in a way that protects and enhances value for members of Sanctuary Lakes Club Ltd.

SANCTUARY LAKES CLUB LTD

ABN: 65 084 729 751

INVITATION TITLE: PROPERTY DEVELOPMENT EOI

REFERENCE NUMBER: EOI-01062018-001

DATE OF ISSUE: 13/06/2018

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Introduction

The Sanctuary Lakes Club Ltd (SLCL) is seeking invitee's response to the invitation for the supply of goods and/or services as outlined in Part A.2.

The SLCL is seeking an experienced property consultant to help the SLCL understand how to best maximise the use of golf course land assets to achieve long term financial stability by developing a commercial plan and business case or joint venture project. Hence, this EOI process may be the first stage of a multi stage procurement process.

Structure of the invitation

This Invitation comprises the following sections:

- Introduction – contains an overview of the structure of the documents.
- Part A – The Invitation
 - Part A.1 – About this Invitation - provides establishment details about the procurement opportunity; and
 - Part A.2 – Overview of requirements - describes the services in respect of which the SLCL invites EOIs from interested parties.
- Part B – Conditions of participation - sets out the rules applying to the EOI process for the supply of services.

Part A – The invitation

Part A.1 – About this invitation

1. Establishment details

Name: Sanctuary Lakes Club Ltd

EOI title: Property Development EOI

EOI reference number: EOI-01062018-001

2. Sanctuary Lakes Club Ltd

Project Manager

Name: Mr Craig Kennedy

Position title: Chairman

Contact details: 0422 007 226

Second contact person

Name: Mr Brandon Dodds

Position title: Director

Contact details: 0413 307 524

3. Closing time

Closing time

Time: 5.00pm

Date: Friday 20th July 2018

4. Lodgement details

Softcopy lodgement

Email: ckennedy@sanctuarylakesclub.com.au

bdodds@sanctuarylakesclub.com.au

Other requirements:

All lodgements must be in PDF or Microsoft Word format.

5. Indicative timetable

Please note: this timetable provides invitees with an indication of the timing of the EOI process. The timetable is indicative only and may be changed by the Sanctuary Lakes GC.

Activity	Date
Invitation issued:	Thursday 14th June 2018
End of period for questions or requests for information:	Saturday 30th June 2018
Closing time for invitee's response:	Friday 13th July 2018 5.00pm
Intended completion date of short listing process:	Friday 20th July 2018
Intended completion date of evaluation of invitee's responses:	Tuesday 31st July 2018

6. Evaluation criteria

An invitee's response will be evaluated against:

- a. The evaluation criteria identified in the table below; and
- b. The overall proposition presented in the invitee's response.

Mandatory requirements	Complies
Commercial property development capability	Yes/No
Business scale and financial position	Yes/No
Proven track record in working with multiple parties to deliver similar projects	Yes/No

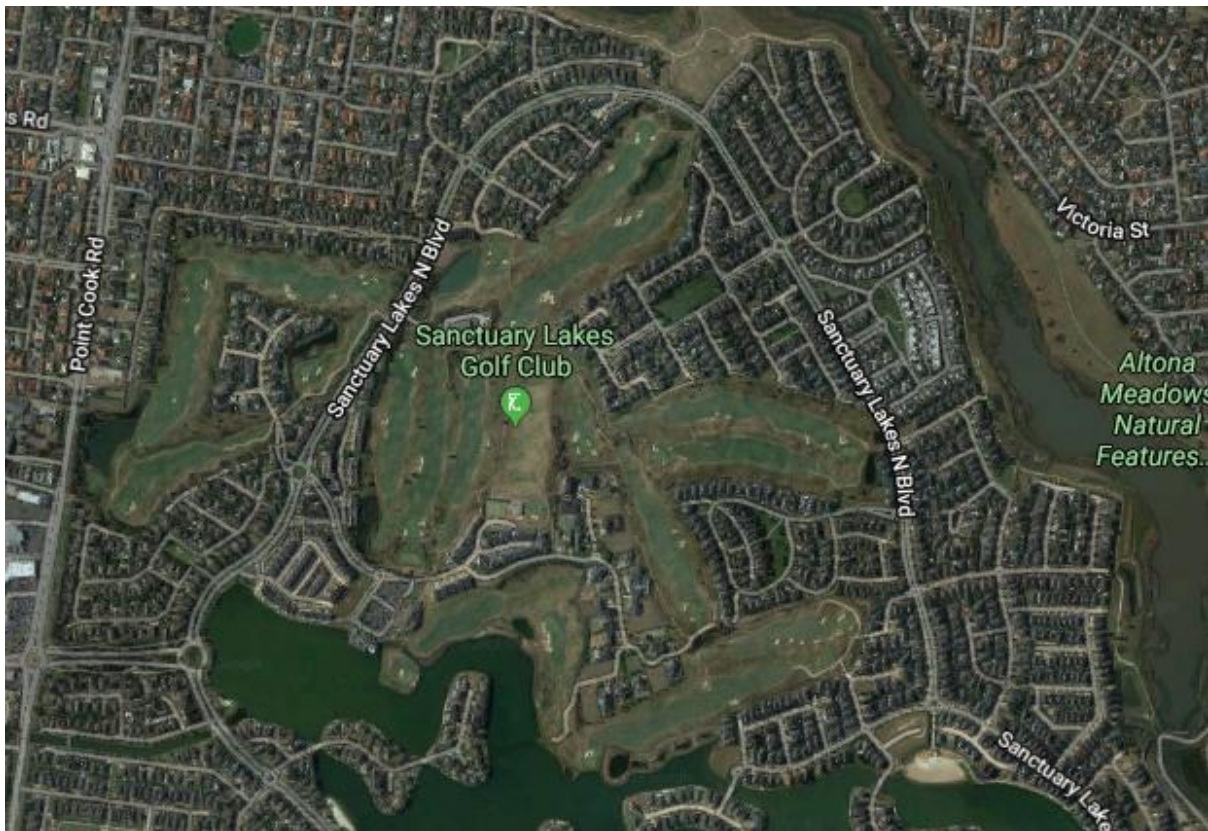
Other evaluation criteria
(a) Proven ability to bring in paying commercial tenants
(b) Proven ability to work with a not for profit board in a member based organisation
(c) Thought leadership
(d) Flexible consulting fee structure

Part A.2 – Overview of requirements

SLCL is seeking an experienced property consultant to help SLCL understand how to best maximise the use of golf course land assets to achieve long term financial stability by developing a commercial plan and business or joint venture project. Hence, this EOI process may be the first stage of a multi stage procurement process:

- Evaluate the land we are considering for development (specifically the car park, club house, driving range hitting area and driving range car park area – As shown below in the attached pictures).
- Work with the SLCL board to understand the best use of this land with the intention to build new recurring income streams for the club via the facilities that can be built.
- Work with the SLCL board to understand the best use of the land and would consider the blended use of commercial rental and residential development.
- Guide the SLCL board to potentially find future JV partners and/or funders.
- Guide the SLCL board to find new commercial tenants that would help back the business case
- Assist the SLCL board to understand commercial valuations and get a bank business case ready for a potential development or JV.
- Provide introductions to SLCL's seeking to build facilities in Melbourne's Western corridor.

Sanctuary Lakes Golf Club



Sanctuary Lakes Clubhouse and Car Park



Sanctuary Lakes Driving Range



Part B – Conditions of participation

Part B.1 – Sanctuary Lakes Club Ltd specific requirements

1. Invitation

1.1. Invitation

This invitation is not an offer. It is a formal request for invitees to submit an invitee's response for the supply of services in response to the SLCL requirements in Part A.2. Nothing in this Invitation is to be construed as creating any binding contract for the supply of goods and/or services (express or implied) between the SLCL and any invitee, nor the creation of a partnership, or other legally binding entity for taxation purposes.

1.2. Accuracy of invitation

The SLCL does not warrant the accuracy of the content of this invitation and will not be liable for any omission from the Invitation documents.

1.3. Additions and amendments

The SLCL board of directors reserve the right to change any information or to issue an addendum to this Invitation.

1.4. Representation

No representation made by or on behalf of the SLCL in relation to this invitation (or its subject matter) will be binding on the SLCL unless the representation is expressly incorporated into any contract(s) ultimately entered between SLCL and an invitee.

1.5. Licence to use Intellectual Property Rights

- a. Persons obtaining or receiving this Invitation and any other documents issued in relation to this Invitation may use the documents only for preparing an invitee's response. Such Intellectual Property Rights as may exist in this Invitation and any other documents provided to the invitees by or on behalf of SLCL in connection with the EOI process are owned by (and will remain the property of) SLCL except to the extent expressly provided otherwise.

2. Communication

2.1. Communication protocol

All communications relating to this Invitation and the EOI process must be directed to the project manager.

2.2. Requests for clarification

- a. Any questions or requests for clarification or further information regarding this Invitation or the EOI process must be submitted to the SLCL contact by email at least 5 working days prior to the EOI closing time.
- b. The SLCL is not obliged to respond to any question or request for clarification or further information.
- c. The SLCL may make available to other prospective invitee's details of such a request together with any response, in which event those details shall form Part of this Invitation.

2.3. Briefing session

The SLCL will not be holding a briefing session.

2.4. Unauthorised communication

- a. Communications (including promotional or lobbying activities) with staff of SLCL or consultants assisting SLCL with the EOI process are not permitted during the EOI process except as provided in clause 2.1 above, or otherwise with the prior written consent of the organisation contact.
- b. Nothing in this clause 2.4 is intended to prevent communications with staff of, or consultants to, SLCL to the extent that such communications do not relate to this Invitation or the EOI process.
- c. Invitees must not engage in any activities or obtain or provide improper assistance that may be perceived as, or that may have the effect of, influencing the outcome of the EOI process in any way. Such activities or assistance may, in the absolute discretion of SLCL, lead to disqualification of an invitee.

2.5. Anti-competitive conduct

Invitees and their representatives must not engage in any collusion, anti-competitive or similar conduct with any other invitee or person in relation to the preparation, content or lodgement of their invitee's response. In addition to any other remedies available to it under law, SLCL may, in its absolute discretion, disqualify an invitee that it believes has engaged in such collusive or anti-competitive conduct.

2.6. Consortia and trustees

Where the invitee is a member of a consortium, the invitee's response must stipulate which parts of the services that each entity comprising the consortium would provide and how the parties would relate to each other to ensure full provision of the required services. All consortium members are to provide details relating to their legal structure and where applicable provide details of their special purpose vehicle established for the supply of the services.

3. Submission of an invitee's response

3.1. Lodgement

- a. The invitee's response must be lodged by the EOI closing time. The closing time may be extended by SLCL in its absolute discretion by providing notice to invitees.
- b. All invitees' responses lodged after the EOI closing time will be recorded by SLCL. The determination of SLCL as to the actual time that the invitee's response is lodged is final.
- c. Where this Invitation requires or permits invitee's responses to be lodged in hard copy, packages containing the invitee's response must be marked and lodged as set out in Item 5 of Part A.1. Failure to do may result in disqualification from the EOI process.

3.2. Late invitee's response

If an invitee's response is lodged after the EOI closing time, it will be disqualified from the EOI process and will be ineligible for consideration unless:

- a. The invitee can clearly document to the satisfaction of SLCL that an event of exceptional circumstances caused the invitee's response to be lodged after the EOI closing time; and
- b. SLCL is satisfied that accepting a late submission would not compromise the integrity of the EOI process.

The SLCL will inform an invitee whose invitee response was lodged after the EOI closing time as to whether the invitee's response is ineligible for consideration.

3.3. Providing an invitee's response

It is the invitee's responsibility to:

- a. Understand the requirements of this Invitation, the EOI process and any reference documentation;
- b. Ensure that all the information fields in Part C are completed and contain the information requested;
- c. Ensure that their invitee's response is in the correct format, complies with all requirements of this invitation and is accurate and complete;
- d. Make their own enquiries and assess all risks regarding this invitation and the EOI process;
- e. Ensure that it did not rely on any express or implied statement, warranty or representation, whether oral, written or otherwise made by or on behalf of SLCL or its representatives other than any statement, warranty or representation expressly contained in this Invitation;
- f. Ensure that they comply with all applicable laws regarding the EOI process;
- g. Be responsible for all costs and expenses related to the preparation and lodgement of its invitee's response, any subsequent negotiation, and any future process connected with or relating to the EOI process.

3.4. Obligation to notify errors

- a. If an invitee identifies an error in their invitee's response (excluding clerical errors which would have no bearing on the evaluation), they must promptly notify SLCL.
- b. SLCL may permit an invitee to correct an unintentional error in its invitee's response where that error becomes known or apparent after the EOI closing time, but in no event will any correction be permitted if SLCL reasonably considers that the correction would materially alter the substance of the response.

3.5. Use of an invitee's response

Upon submission, all invitee's responses become the property of SLCL. The invitee will retain all ownership rights in any Intellectual Property Rights contained in the invitee's response. However, each invitee, by submission of their invitee's response, is deemed to have granted a licence to SLCL to reproduce the whole, or any portion of their invitee's response for the purposes of enabling SLCL to evaluate their invitee's response.

3.6. Withdrawal of an invitee's response

An invitee who wishes to withdraw a previously submitted response must immediately notify SLCL of the fact. Upon receipt of such notification, SLCL will cease to consider the invitee's response.

3.7. Status of invitee's response

Each invitee's response constitutes a non-binding proposal by the invitee to SLCL to provide the goods and/or services required under and otherwise to satisfy the requirements in accordance with Part B of this Invitation.

3.8. Disclosure of EOI contents and EOI information

Invitee's responses will be treated as confidential by the SLCL. SLCL will not disclose the information contained in an invitee's response, except:

- a. As required by law (including, for the avoidance of doubt, as required under the Freedom of Information Act 1982 (Vic))
- b. For investigations by the Australian Competition and Consumer Commission or other government authorities having relevant jurisdiction;
- c. To external consultants and advisers of SLCL engaged to assist with the EOI process;

- d. To other government departments in connection with the subject matter of the EOI process;
or
- e. General information from invitees required to be disclosed by government policy.

4. Capacity to comply with the overview of requirements

Part A details SLCL's requirements for the services the subject of this Invitation. The assumption is that each invitee will be capable of providing all the services in full. Where an invitee believes it will not be capable of providing all the services in full or will only comply with Part B subject to conditions, it should either not apply or set out potential limitations in their invitee's response.

Invitees who are invited to participate in subsequent EOI processes (should such eventuate) will be provided with a full specification for the relevant services at that time.

5. Evaluation

5.1. Evaluation process

Invitee's responses will be evaluated in accordance with the evaluation criteria stipulated in Item 6 of Part A.1.

An invitee's response will not be deemed to be unsuccessful until the invitee is formally notified of that fact by the SLCL.

SLCL may in its absolute discretion:

- a. Reject any invitee's response that does not include all the information requested or is not in the format specified in Item 4 of Part A.1;
- b. After concluding a preliminary evaluation, reject any invitee's response that in its opinion is unacceptable;
- c. Disregard any content in an invitee's response that is illegible and will be under no obligation whatsoever to seek clarification from the invitee;
- d. Disqualify an incomplete invitee's response or evaluate it solely on the information contained within it;
- e. Alter the structure and/or the timing of the EOI process; and
- f. Vary or extend any time or date specified in this Invitation for all invitees.

6. Next stage of the EOI process

6.1. Options available to the SLCL

After evaluating all invitee's responses, SLCL may without limiting other options available to it, do any of the following:

- a. Prepare a short list of invitees and invite further offers from those invitees;
- b. Conduct a subsequent procurement process calling for the services or any similar related services;
- c. Enter pre-contractual negotiations with one or more invitees;
- d. Decide not to proceed further with the EOI process or any other procurement process for the services; or
- e. Commence a new process for calling for invitee's responses on a similar or different basis to that outlined in the original invitation.

7. No legally binding contract

Being short listed does not give rise to a contract (express or implied) between the preferred invitee and SLCL. No legal relationship will exist between SLCL and a preferred invitee relating to the supply of services unless and until a binding contract is executed by both parties.

8. Invitee warranties

By submitting an invitee's response, an invitee warrant that:

- a. In lodging its invitee's response, it did not rely on any express or implied statement, warranty or representation, whether oral, written, or otherwise made by or on behalf of SLCL or its representatives other than any statement, warranty or representation expressly contained in the invitation documents;
- b. It has examined this Invitation, and any other documents referenced or referred to herein, and any other information made available in writing by SLCL to invitees for the purposes of submitting an invitee's response;
- c. It has sought and examined all necessary information which is obtainable by making reasonable enquiries relevant to the risks and other circumstances affecting its invitee's response;
- d. It otherwise accepts and will comply with the rules set out in this Invitation; and
- e. It will provide additional information in a timely manner as requested by SLCL to clarify any matters contained in the invitee's response.

9. Sanctuary Lakes Club Ltd rights

Notwithstanding anything else in this Invitation, and without limiting its rights at law or otherwise, SLCL reserves the right, in its absolute discretion at any time, to:

- a. Vary or extend any time or date specified in this Invitation for all or any invitees; or
- b. Terminate the participation of any invitee or any other person in the EOI process.

10. Governing Law

This Invitation and EOI process is governed by the laws applying in the State of Victoria. Each invitee must comply with all relevant laws in preparing and lodging its invitee's response and in taking Part in the EOI process.

11. Interpretation

11.1. Interpretation

In this Invitation, unless expressly provided otherwise:

- a. The singular includes the plural and vice versa;
- b. A reference to:
 - i. 'includes' or 'including' means includes or including without limitation; and
 - ii. '\$' or dollars is a reference to the lawful currency of the Commonwealth of Australia; and
- c. If a word or phrase is defined, its other grammatical forms have corresponding meanings.