

Application for Council to prepare a Planning Proposal (LEP) and/or Development Control Plan (DCP)

Environmental Planning & Assessment Act 1979 & Environmental Planning & Assessment Regulation 2000

Type of Request (select one or both)

Planning Proposal (PP) for a Local Environmental Plan (LEP) Amendment (formally called a Rezoning)

Before lodging a Planning Proposal application, reference should be made to Part 3 Division 3.4 of the EP&A Act and Part 2 of the EP&A Regulations, plus the Department of Planning and Environment's requirements for Local Environmental Plans on their website www.planning.nsw.gov.au.

Visit website <http://www.planning.nsw.gov.au/Plans-for-Your-Area/Local-Planning-and-Zoning/Resources> and refer to the section 'Planning Proposals and LEP Amendments'. The Department's *Guide to Preparing Local Environmental Plans* and *Guide to Preparing Planning Proposals* should be consulted by the applicant prior to completing this application.

In addition to State legislative requirements, it will also be necessary for Planning Proposals submitted to MidCoast Council to be prepared in accordance with the Council's Policy on *Planning Proposals and Development Control Applications*, which can be accessed at the following link:

<http://www.midcoast.nsw.gov.au/Council/Policies-Library>

Planning Proposals must be prepared using Council's *Planning Proposal Template*, which will be provided by Council's Strategic Planning Department following advice to the potential applicant in writing from the Manager Strategic Planning that the proposed PP is considered to have Strategic Merit and that an application can be lodged (following attendance at the compulsory pre-lodgement meeting).

Development Control Plan (DCP) Amendment

A DCP is prepared, made and brought into effect by Council pursuant to the *Environmental Planning and Assessment Act 1979* and the *Environmental Planning and Assessment Regulations 2000*.

Advice on the format for the DCP to be lodged with this application will be provided by Council's Strategic Planning Department following advice to the potential applicant in writing from the Manager Strategic Planning that the proposed DCP is considered to have Strategic Merit and that an application can be lodged (following attendance at the compulsory pre-lodgement meeting).

Declaration of Political Donations (select one)

Are you aware of any person with a financial interest in this application who made a donation or gift in the last two (2) years?

- No Yes (please complete the 'Disclosure of Reportable Political Donations' form)

Please note that this form is available at www.midcoast.nsw.gov.au

Pre-lodgement Meeting (select one)

- I **HAVE** attended a pre-lodgement meeting with staff from Council's Strategic Planning Department

Date of pre-lodgement meeting

- I have **NOT** attended a pre-lodgement meeting with staff from Council's Strategic Planning Department

NOTE: If an Application is lodged without a pre-lodgement meeting having been held with staff from the Strategic Planning Department then the Application will not receive any priority on the Strategic Planning Work Program.

Strategic Merit (select one)

- I **HAVE** received written advice from Council (and attach it to this application) that my proposed PP/DCP application **HAS** Strategic Merit, following attending a pre-lodgement meeting with staff from Council's Strategic Planning Department.

Date of letter from Council

- I have **NOT** received written advice from Council that my proposed PP/DCP application HAS Strategic Merit.

NOTE: If an Application is lodged without a pre-lodgement meeting having been held with staff from the Strategic Planning Department or if written advice has not yet been received from Council on the Strategic Merit of the proposed PP/DCP application then the Application will not receive any priority on the Strategic Planning Work Program.

- I **HAVE** received written advice from Council (and attach it to this application) that my proposed PP/DCP application does **NOT** have Strategic Merit, following attending a pre-lodgement meeting with staff from Council's Strategic Planning Department.

Date of letter from Council

NOTE: If an Application does NOT have Strategic Merit then the Application will not receive any priority on the Strategic Planning Work Program.

Application Category (select one)

- Minor - grouped** (minor amendment to be processed by Council as part of a Council initiated group of amendments).
- Minor - stand alone** (minor amendment to be processed by Council separately)
- Category 1** (small - medium sized or low complexity amendments)
- Category 2** (large size or complex amendments)

NOTE: The Category of the application will be determined by the Manager Strategic Planning following the pre-lodgement meeting and confirmed in writing when the Strategic Merit of the proposed application is advised.

Applicant Details

Company

Surname First name

Address

Suburb Postcode

Contact number

Email

Owner Details (If different from applicant details above)

Company

Surname First name

Address

Suburb Postcode

Contact number

Email

Subject Land Address

Unit House no Street

Suburb Postcode

Lot DP or SP

Section Vol/Fol

Please note: You can find the Lot, DP or SP, Section and Volume/Folio details on a map of the land or the title document for the land, or from the online mapping on Council's website: www.midcoast.nsw.gov.au

Brief Description of Planning Proposal/DCP Amendment

Details

State Environmental Planning Policies (PPs only - select one)

Has the Planning Proposal addressed all relevant SEPP's?

- Yes No

Section 9.1 [formally s117] Directions (PPs only - select one)

Has the proposal addressed all Section 9.1 Directions?

- Yes No

Supporting Documentation

Planning Proposals

Has the Planning Proposal been prepared in accordance with Section 3.33 [formally s55] of the EPA Act and the Department of Planning & Environment's *Guide to Preparing Local Environmental Plans* and *Guide to Preparing Planning Proposals*, using Council's Planning Proposal Template?

- Yes **No** (PPs that do not meet these requirements will automatically be deemed NOT to be an Acceptable Planning Proposal, in accordance with Council's Policy on *Planning Proposals and Development Control Applications*)

Development Control Plan Amendments

Has the Development Control Plan amendment been prepared in the format advised by the Strategic Planning Department?

- Yes **No** (DCP Amendments which have not been prepared in accordance with the format advised by Council will be returned to the applicant with no work occurring on the Application until rectified)

Format

One hardcopy of the Application and supporting documentation and an electronic copy of all documents is to be provided when the application is lodged and fee paid (electronic documents are to be in PDF and Microsoft Word, with one file for each document or map/plan. Filename is to include: document name, plan/map type, description and number [including version] and date). An application will NOT be accepted unless all documentation is provided and the fee paid.

- Please note that depending upon the development and initial referrals within Council and to Government Agencies, additional information may be required before and/or after a Gateway determination is made by the Minister.
- Lodgement of an application and payment of fees does not guarantee an outcome sought by an applicant. Inclusion of the application on the Strategic Planning Work Program only ensures that the application will be processed by staff, not that a specific outcome will be supported.
- As a result of the findings of supporting studies, agency consultation and public exhibition the outcome sought by the applicant may vary considerably to that ultimately supported by Council. In some cases it may ultimately be decided by Council that the Application no longer has Strategic Merit or is not in the public interest and that the Application should be discontinued.

Applicant's Declaration

Application is hereby made for preparation of a Planning Proposal and/or a Development Control Plan Amendment.

- I/We have read, understood and accept the conditions and applicable fees specified in relation to this application.
- I/We accept that all these conditions must be complied with.
- I/We declare that all the information given is true and correct.
- I/We have signed the Fee Agreement in Appendix 2 to this Application.
- I/We understand that:
 - if incomplete, the application may be delayed or rejected; and
 - more information may be requested after the date of lodgement

Name

Name

Signature

Signature

Date

Date

Owner's Consent (signing is required even if the applicant is also the landowner)

- I/We have read, understood and accept the conditions and applicable fees specified in relation to this application.
- I/We accept that all these conditions must be complied with.
- I/We consent to Council staff or consultants acting on behalf of Council to access the property subject to the Application at any time during business hours. (visitations outside these times will be by mutual agreement or notification in writing by Council)
- I/We declare that all the information given is true and correct.
- I/We understand that:
 - if incomplete, the application may be delayed or rejected; and
 - more information may be requested after the date of lodgement

Name

Name

Signature

Signature

Date

Date

Privacy: This information is required to process your request and will not be used for any other purpose without seeking your consent, or as required by law. Your application will be retained in Council's Records Management System and disposed of in accordance with current legislation. Your personal information can be accessed and corrected at any time by contacting Council.

Forster | 4 Breese Parade | PO Box 450 Forster 2428 | **6591 7222**
Gloucester | 89 King Street | PO Box 11 Gloucester 2422 | **6538 5250**
Taree | 2 Pulteney Street | PO Box 482 Taree 2430 | **6592 5399**

www.midcoast.nsw.gov.au

Appendix 1 - 2018/19 fees

Planning Proposal applications

Minor - grouped:

Stage 1 - Lodgement \$5,150

Minor - stand alone:

Stage 1 - Lodgement (up to Gateway Determination) \$5,150

Stage 2 - Post Gateway Determination \$3,800

Plus Council's cost of public notification

Category 1:

Stage 1 - Lodgement (up to Gateway Determination) \$15,450

Stage 2 - Post Gateway Determination \$10,300

Plus the cost of any independent consultants engaged by Council to review any aspect of a planning proposal.

Plus Council's cost of public notification

Category 2:

Stage 1 - Lodgement \$41,200

Stage 2 - above 200 hours staff time (paid prior to PP gazettal) \$155/hr

Plus the cost of any independent consultants engaged by Council to review any aspect of a planning proposal.

Plus Council's cost of public notification

Development Control Plan applications

Minor - grouped:

Stage 1 - Lodgement \$5,150

Plus Council's cost of public notification

Minor - stand alone:

Stage 1 - Lodgement \$5,150

Stage 2 - Exhibition \$3,800

Plus Council's cost of public notification

Category 1:

Stage 1 - Lodgement \$10,300

Stage 2 - Exhibition \$3,800

Plus the cost of any independent consultants engaged by Council to review any aspect of a DCP.

Plus Council's cost of public notification

Category 2:

Stage 1 - Lodgement \$20,600

Stage 2 - above 100 hours staff time (paid prior to DCP adoption) \$155/hr

Plus the cost of any independent consultants engaged by Council to review any aspect of a DCP.

Plus Council's cost of public notification

Note 1: All Fees are GST exempt

Note 2: All fees are non-refundable.

Note 3: The fees in Appendix 1 are indexed annually in accordance with Council's Fees and Charges.

Note 4: Planning Agreements prepared as part of a PP Application will require the applicant to fund the cost of Council's lawyers to prepare/ review the agreement, whereas Planning Agreements prepared outside such applications attract a cost (Council's lawyers) + 50% management fee.

Appendix 2 - Fee Agreement

Applicant/Proponent:

Name	<input type="text"/>
Company	<input type="text"/>
Address	<input type="text"/>
Date	<input type="text"/>

Recitals

- A** The Proponent is the registered proprietor of the Land or is authorised by the proprietor to lodge a Planning Proposal and/or DCP Amendment for the Land.
- B** The Proponent has requested the Council to consider supporting the making of the Proposed LEP Amendment and/or DCP Amendment in respect of the Land.
- C** As part of the process to amend the LEP/DCP, Council is required to prepare a Planning Proposal and/or a DCP Amendment
- D** In order to enable the Planning Proposal or DCP Amendment to be prepared, the Council may require studies to be undertaken or information to be provided.
- E** The Council will incur costs in the preparation, and completion of the Planning Proposal and/or DCP Amendment including fulfilling any requirements of the Minister under the Gateway Determination. The Council will only prepare the Planning Proposal and/or DCP Amendment on a full cost recovery basis.
- F** The Proponent has agreed to pay all costs and expenses incurred by the Council in relation to the Planning Proposal and/or DCP Amendment, in order to enable the processes under the EP&A Act to be followed in accordance with Council's Policy on *Planning Proposals and Development Control Applications*.
- G** This agreement sets out the basis on which the Proponent agrees to pay and reimburse those costs and expenses to the Council, as contemplated by the former s. 54(3) of the EPA Act and cl. 11 of the EPA Regulation.

Operative Provisions

1. Definitions

1.1 The following definitions apply in this Agreement.

Applicant means the person/company signing this Application as the Applicant.

Proponent means the party who has lodged the Planning Proposal and/or DCP Amendment with the Council and so identified in Schedule 1 Item 1.

Consultant means an expert not employed by the Council that Council staff consider necessary to engage to progress the Planning Proposal and/or DCP Amendment.

Council Representative is the Officer appointed by Council from time to time as the Council Representative and notified to the Proponent in writing by the Council.

DCP means the development control plan identified to be amended by this Application.

EPA Act means the *Environmental Planning and Assessment Act, 1979* as amended.

EPA Regulation means the *Environmental Planning and Assessment Regulation 2000*.

Gateway Determination means a State Government review process whereby the intention and justification of a planning proposal, including technical studies, is assessed and a determination is made on whether the planning proposal should proceed.

Hourly Rate means the amount per hour identified by any consultant engaged by Council to either process a Planning Proposals and/or DCP Amendment or undertake a review of a study lodged by the Proponent.

Land means the land identified in this Application.

LEP means the local environmental plan identified to be amended by this Application.

Proposed LEP Amendment means the amendments to the LEP identified to be amended by this Application.

Planning Proposal means a document that explains the intended effect of a proposed local environmental plan (LEP) and sets out the justification for making that plan, as prepared in accordance with the Department of Planning and Environment's *Guide to Preparing Planning Proposals*.

Rezoning Application Fees means the Council fees identified in Appendix 1 of this Application.

Sub-consultant is a consultant contracted by the Consultant, to assist in connection with the Planning Proposal and/or DCP Amendment.

1.2 In the interpretation of this Agreement, the following provisions apply unless the context otherwise requires:

- (a) Headings are inserted for convenience only and do not affect the interpretation of this Agreement;
- (b) A reference in this Agreement to a business day means a day other than a Saturday or Sunday on which banks are open for business generally in Sydney.
- (c) If the day on which any act, matter or thing is to be done under this Agreement is not a business day, the act, matter or thing must be done on the next business day.
- (d) A reference in this Agreement to any law, legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision.

- (e) A reference in this Agreement to any agreement, deed or document is to that agreement, deed or document as amended, novated, supplemented or replaced.
- (f) A reference to a clause, part, schedule or attachment is a reference to a clause, part, schedule or attachment of or to this Agreement.
- (g) An expression importing a natural person includes any company, trust, partnership, joint venture, association, body corporate or governmental agency.
- (h) When a word or phrase is given a defined meaning, another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning.
- (i) A word which denotes the singular denotes the plural, a word which denotes the plural denotes the singular, and a reference to any gender denotes the other genders.
- (j) References to the word 'include' or 'including' are to be construed without limitation.
- (k) A reference to this Agreement includes the agreement recorded in this Agreement.
- (l) A reference to a party to this Agreement includes a reference to the servants, agents and contractors of the party, and that party's successors and assigns.
- (m) Any schedules and attachments form part of this Agreement.

2. Council's obligations:

- 2.1 The Council must give the Proponent written details (email is sufficient) of the Council Representative (and any change to the Council Representative) who will be the contact person for the Planning Proposal within 7 days of the date of this agreement, and within 7 days of any change to the Council Representative.
- 2.2 The Council will progress the Planning Proposal and/or DCP Amendment in accordance with the Council policy *Planning Proposals and Development Control Applications* as expeditiously as resources and the statutory process allow.
- 2.3 The Council may where it considers it necessary and at its absolute discretion, engage the services of any consultant to undertake any studies or preparation of any document relating to the Planning Proposal and/or DCP Amendment. Consultants or sub-consultants will be engaged on the basis that the party responsible for payment of fees is the Proponent. In engaging any consultant or sub-consultant, Council will ensure that they are appropriately briefed and supervised and have the necessary qualifications and experience to undertake the task for which they are to be engaged.
- 2.4 The Council will submit to the Proponent for payment Tax Invoices that document the relevant Rezoning Application Fees for the relevant Stage of the assessment process in accordance with the fees identified in Appendix 1 of this Application and the Council policy *Planning Proposals and Development Control Applications*. The Council may submit more than one Tax Invoice for any Stage, but not more frequently than monthly.

3. Proponent's Obligations:

- 3.1 The Proponent must give the Council written details of any change to the Applicant contact person for this Application within 7 days.
- 3.2 The Proponent must not contact any consultant or sub-consultant engaged by the Council to carry out any task associated with the Planning Proposal and/or DCP Amendment. All contact shall be made through the Council Representative.
- 3.3 The Proponent must not seek to influence the Planning Proposal and/or DCP Amendment process by making any political donations.
- 3.4 The Proponent must pay to the Council any fees associated with this Application (other than the Stage 1 Fee which must be paid when lodging this Application) within 14 days of receipt of a Tax Invoice from the Council. The Proponent's obligation to pay fees under this clause is an essential term of this Agreement.

- 3.5 The Proponent must pay to the Council any fees associated with this Application (other than the Stage 1 Fee which must be paid when lodging this Application) within 14 days of receipt of a Tax Invoice from the Council. The Proponent's obligation to pay fees under this clause is an essential term of this Agreement.

4. Acknowledgements by the Proponent:

4.1 The Proponent acknowledges that:

- (a) This Agreement and payment of the Rezoning Application Fees does not entitle the Proponent:
 - i. to access Council staff other than in accordance with normal protocols;
 - ii. to direct Council staff as to the performance of any work in connection with the Planning Proposal and/or DCP Amendment;
 - iii. to obtain any confidential information held by the Council;
- (b) the Council may, where it considers it is necessary and at its absolute discretion, engage the services of any consultant and sub-consultant to undertake any studies or prepare any document relating to the Planning Process;
- (c) the Council is solely responsible for instructing and managing any consultant that is engaged but that the Proponent is liable to pay the consultant's fees;
- (d) the Council has not made any representation or promise that the Planning Proposal will continue to finality or result in the Proposed LEP Amendment being made by the Minister or that the DCP Amendment will be adopted by Council;
- (e) the processing of the Planning Proposal and/or DCP Amendment is entirely within the discretion of the Council and/or the Minister for Planning;
- (f) the Council has a discretion to terminate or discontinue the Planning Proposal and/or DCP Amendment for any reason;
- (g) if the Planning Proposal and/or DCP Amendment is terminated or discontinued, the Council is not liable to the Proponent for any damages, penalties, compensation or other costs or expenses, including in respect of any costs incurred by the Proponent in relation to the preparation of the Planning Proposal and/or DCP Amendment under this Agreement or otherwise;
- (h) if the Planning Proposal proceeds it may result in an amendment to the LEP which includes appropriate and different zonings for all the Land and not just for any part of the Land which may be found to be suitable for development. A DCP Amendment may also result in a different outcome to that sought by the Proponent.
- (i) Without affecting the Council's other rights, the Council may suspend or discontinue work on the Planning Proposal and/or DCP Amendment if any Tax Invoices sent to the proponent by Council or is not paid within 14 days.

5. No Fetter

- 5.1 Nothing in this Agreement shall be construed as requiring Council to do anything that would cause it to be in breach of any of its obligations at law, and without limitation, nothing shall be construed as limiting or fettering in any way the exercise of any statutory discretion or duty.
- 5.2 The Proponent's rights in respect of seeking a review of the Council's determination to reject the application or failure to respond within 90 days are not affected or limited by this Agreement.

6. Dispute Resolution

- 6.1 If a dispute arises in connection with this Agreement, then a party shall give written notice to the other party setting out the matters in dispute.

- 6.2 The parties shall use their best endeavours to settle the dispute within 20 business days after the date of notification of the dispute, or such further period as the parties may agree to in writing.
- 6.3 If any dispute is not resolved in accordance with Clause 6.2, the parties agree to enter into mediation regarding the dispute. The mediator will be agreed between the parties within five (5) business days, and failing agreement, the President for the time being of the Institute of Arbitrators and Mediators Australia, will select the mediator and determine the mediator's remuneration.

7. Confidentiality

- 7.1 All information provided to the parties under this Agreement is confidential and may not be disclosed to any person except:
- (a) with the prior written consent of both parties; or
 - (b) if required by law or by any stock exchange; or
 - (c) in connection with legal proceeding relating to this Agreement; or
 - (d) if the information is generally or publicly available; or
 - (e) in good faith and in proper furtherance of the terms of this Agreement including disclosures to directors, auditors, advisers or insurers of any part; or
 - (f) to the extent necessary for the Proponent or Council to disclose provisions to its legal advisers, banks, consultants or contractors.

8. Suspension

- 8.1 The Council may suspend work, including work being carried out by a consultant or sub consultant, in connection with the Planning Proposal and/or DCP Amendment, if
- (a) the Proponent fails to pay any money due under this Agreement; or
 - (b) the Proponent otherwise breaches a provision of this Agreement;
- until such time as the default or breach is remedied to the satisfaction of the Council.

9. Termination

- 9.1 Council may by notice in writing served on the Proponent terminate the Council's obligations under this agreement:
- (a) if the Proponent is in breach of the terms of this Agreement and the breach is not capable of being remedied;
 - (b) if the Proponent is in breach of the terms of this Agreement and the breach is capable of being remedied but has not been remedied within 28 days (or longer period as Council may approve in writing) of the service by Council on the Proponent of a notice requiring the breach to be remedied;
 - (c) if the Proponent is placed under external administration;
 - (d) on not less than 14 days notice, for convenience.
- 9.2 If the Council terminates this Agreement the Proponent:
- (a) Remains liable for and must pay all amounts due to the Council, to consultants and sub-consultants prior to the termination;
 - (b) may, at council's absolute discretion, be reimbursed some, or all of, any remaining funds paid by the proponent to the Council where such funds have not been committed;
 - (c) must not make any claim against the Council in connection with the termination, or the Planning Proposal and/or DCP Amendment.

9.3 The Proponent may by notice in writing served on Council terminate this Agreement:-

- (a) If Council is in breach of the terms of this agreement and the breach has not been remedied within 28 days (or such longer period as the Proponent may allow) of the service by the Proponent on Council of a notice requiring the breach to be remedied; or
- (b) On not less than 28 days' notice, for convenience.

9.4 If the Proponent terminates this Agreement the Proponent:

- (a) remains liable for and must pay all amounts due to the Council, to consultants and sub-consultants prior to the termination,
- (b) may, at Council's absolute discretion, be reimbursed some, or all of, any remaining funds paid by the proponent to the Council where such funds have not been committed;
- (c) must not make any claim against the Council in connection with the termination, or the Planning Proposal and/or DCP Amendment.

9.5 Termination shall be without prejudice to any claim which either party may have against the other in respect of any breach of the terms of the agreement which occurred prior to the date of termination.

10. Intellectual Property

10.1 The Proponent does not own or have any interest in or rights to any of the intellectual property rights in the material created in connection with the Planning Proposal and/or DCP Amendment, whether before or after any termination or this Agreement, unless otherwise agreed in writing by the Council and any relevant consultant.

11. Transfer

11.1 The Proponent and Council each binds themselves and their partners, successors, executors, administrators, assigns and legal representatives to the other party to this agreement and to the partners, successors, executors, administrators, assigns and legal representatives of the other party in respect to all covenants and obligations of this Agreement.

11.2 The Proponent must not assign, novate or transfer any right or obligation under this Agreement without the prior written consent of the Council which may be withheld, granted or granted subject to conditions in the Council's sole discretion.

11.3 Unless specifically stated to the contrary in any written consent to an assignment, novation or transfer, no assignment, novation or transfer shall release or discharge the assignor from any obligation under this Agreement.

12. Notices

12.1 A notice or other communication required or permitted to be served by a party or another party must be in writing and may be served:

- (a) by delivering it personally to that party;
- (b) by sending it prepaid post addressing to that party at the address set out in this Agreement or subsequently notified to each party from time to time;
- (c) by sending it by email so long as that email has been acknowledged as having been received.

12.2 A notice or other communication is deemed served:

- (a) if delivered, on the next following business day;
- (b) if posted, on the expiration of 7 business days after the date of posting.

13. Severance

- 13.1 If anything in this Agreement is unenforceable, illegal or void then it is severed and the rest of this Deed remains in force.
- 13.2 This clause has no effect if the severance alters the basic nature of this Agreement or is contrary to public policy.

14. Modification

- 14.1 No modification of this Agreement will be of any force or effect unless it is in writing and signed by the Parties to this Agreement.

15. Entire Agreement

- 15.1 This Agreement contains everything to which the Parties have agreed in relation to the matters it deals with. No Party can rely on an earlier document, or anything said or done by another Party, or by a director, officer, agent or employee of that Party, before this Agreement was executed, except as permitted by law.

16. Government law and jurisdiction

- 16.1 This Agreement is governed by the law of New South Wales. The Parties submit to the non-exclusive jurisdiction of its courts and courts of appeal from them. The Parties will not object to the exercise of jurisdiction by those courts on any basis.

17. Representation and warranty

- 17.1 The Parties represent and warrant that they have power to enter into this Agreement and comply with their obligations under the Agreement and that entry into this Agreement will not result in the breach of any law.

18. Waiver

- 18.1 The fact that a Party fails to do, or delays in doing, something the Party is entitled to do under this Agreement, does not amount to a waiver of any obligation of, or breach of obligation by, another Party. A waiver by a Party is only effective if it is in writing. A written waiver by a Party is only effective in relation to the particular obligation or breach in respect of which it is given. It is not to be taken as an implied waiver of any other obligation or breach or as an implied waiver of that obligation or breach in relation to any other occasion.

Executed as an Agreement

Signed on behalf of the proponent

Company

Full name

Position held

Signature

Date

Full name of witness

Position held

Signature of witness

Date