



Maroochydore City Centre

# PRECINCTS 3 AND 6

Invitation for Expressions of Interest



SunCentral

# Maroochydore



Participation in the EOI process

Enquiries about this Invitation for Expressions of Interest should be directed to SunCentral Maroochydore Pty Ltd Chief Executive Officer:

Mr John Knaggs  
Chief Executive Officer  
SunCentral Maroochydore Pty Ltd  
PO Box 1458  
Maroochydore Qld 4558  
  
Email: EOI@suncentralmaroochydore.com.au  
Telephone: +61 7 5452 7274

Site visits may be arranged on request

Refer Section 9.8

Those parties wishing to access the EOI Information Pack must register in accordance with Section 9.12.

Registrations can be lodged online at Maroochydore-city.com.au or sent to the SunCentral Maroochydore Pty Ltd Project Director as detailed below:

SunCentral Maroochydore Pty Ltd  
PO Box 1458  
Maroochydore Qld 4558  
Email: EOI@suncentralmaroochydore.com.au  
Telephone: +61 7 5452 7274

Important Notice

The information in this Invitation has been compiled for the guidance of parties interested in lodging an Expression of Interest (EOI) for development/investment in Precincts 3 and 6 of the new Maroochydore City Centre (the Project).

This Invitation provides relevant information about the Project to individual parties or Consortia that may have an interest in purchasing and developing a Lot or Lots in Precincts 3 and 6 of the Project.

The Invitation:

- (a) provides an overview of the Expressions of Interest process;
- (b) specifies SunCentral Maroochydore’s (the Company’s) expectations regarding the Project and the EOI process;
- (c) specifies the terms and procedures governing Participants’ involvement in the EOI process; and
- (d) details the Company’s specific requirements for the preparation and lodgement of an EOI.

This Invitation does not, and does not purport to, contain all the information that interested parties or their advisers might desire, or require, in reaching decisions in relation to lodging an EOI, or in relation to any development as part of the Project. Interested parties must form their own views as to what information is relevant to such decisions, and make their own independent investigations in relation to any such information.

The Company reserves the right in its absolute discretion, at any stage, to terminate further participation in the Project and the Expressions of Interest process by any party, to change the structure, procedures and timing of the process, and to withdraw the Project (or any part of it) and end the Expressions of Interest process.

Foreword from the Chairman

On behalf of the SunCentral Maroochydore Board of Directors, it gives me great pleasure to open Expressions of Interest in a new city centre on Queensland’s thriving Sunshine Coast. The 53-hectare development at Maroochydore, north of Brisbane, is Australia’s only greenfield CBD development within an existing urban area and provides a unique opportunity to create a city of the future, where sustainable design and state-of-the-art technology connect a flourishing sub-tropical coastal region to the rest of the country and the world.

From its early days as a 1960s holiday destination, Maroochydore has grown into the commercial centre of the Sunshine Coast with a strong focus on tourism, retail, business and lifestyle. Approximately 500,000 people are expected to call the region home by 2036 and at its heart will be Maroochydore’s vibrant new commercial, residential, cultural and entertainment precinct, purpose built to cater for the region’s growth.

Maroochydore’s new city centre is forecast to create more than 30,000 permanent jobs on the Sunshine Coast by 2040 and provide a \$5.9 billion boost to the Queensland economy over the project’s 20-year life.

Prime commercial zones will sit alongside dining and entertainment precincts. Efficient public transport, new city streets and a network of paths for cyclists and pedestrians will encourage the city’s workers, residents and visitors to move seamlessly from work to play and day to night. More than 2,000 residential apartments will be a five-minute walk from the CBD’s professional and business services as well as hotels, restaurants, shopping and waterways.

The new city will also be ‘smart’, with state-of-the-art technology providing digital solutions for street lighting, car parking, water, power and signage and it will be serviced by an underground automated waste collection system.

In addition to boasting its own world-class high tech infrastructure, the new Maroochydore CBD will be boosted by an expansion to the Sunshine Coast Airport and new infrastructure, such as a nearby \$1.8 billion tertiary teaching hospital, which will help deliver more modern services to the region’s swelling population and serve a wider catchment of more than one million people.

Development of the new Maroochydore CBD is being overseen by SunCentral Maroochydore Pty Ltd; a corporate law company set up by the land owner, Sunshine Coast Regional Council.

The vision for a new city centre is being brought to life by an independent Board and Chief Executive with extensive expertise in urban planning, large scale infrastructure, commercial strategy and finance industries.

The new Maroochydore CBD offers numerous investment and business development opportunities. This is a unique chance to be part of a connected, sophisticated and contemporary city while enjoying South East Queensland’s celebrated lifestyle and economic prospects. We hope you’ll be part of this exciting, innovative project.

Dr Doug McTaggart  
Chairman, SunCentral Maroochydore Pty Ltd



Dr Doug McTaggart  
Chairman, SunCentral Maroochydore Pty Ltd





# THE FUTURE'S BRIGHT



Artist's impression. Subject to change.

## Contents

2	Participation in the EOI process
	Important Notice
3	Foreword from the Chairman
6	Part A
	1. Invitation to Interested Parties
	2. EOI Process
	2.1 EOI Submissions
	2.2 Request for Further Information
8	3. Background and Legislative Framework
	3.1 The Site
	(a) Site Location and Characteristics
	(b) Project Background
	(c) Project Vision
10	3.2 Role of SunCentral Maroochydore Pty Ltd
	3.3 Maroochydore City Centre PDA Development Scheme (Development Scheme)
	3.4 Purpose of the Development Scheme
12	Part B
	4. Company's Development Requirements and Objectives
	4.1 Private Sector Involvement
	4.2 Compliance with Government Requirements
13	5. Information to be provided by Participants and Evaluation Process and Criteria
	5.1 Guiding Principles
	5.2 Information Required
	6. Evaluation Criteria
	6.1 City-making Objectives
	6.2 Design and Sustainability
	6.3 Capacity and Finance
14	Part C
	7. Glossary
16	8. EOI Timeline
	9. EOI Conditions
	9.1 Reservations
	9.2 EOI Submissions Must Comply with this Invitation
	9.3 No Offer and Acceptance
	9.4 Clarifications
	9.5 The Company May Rely on Information in EOIs
	9.6 Intellectual Property
18	9.7 Confidentiality
	9.8 Site Visit
	9.9 Evaluation of EOI Submissions
	9.10 Costs Borne by Participants
	9.11 Conflict of Interest
	9.12 Disclaimer
	9.13 Information Pack
	9.14 Lodgement of EOI Submissions
	9.15 Governance and Probity
21	Express your interest



# PART A

6

## 1 Invitation to Interested Parties

**1.1** The Company is seeking EOI submissions from capable and qualified parties or Consortia for the purchase of a Lot or Lots in Precincts 3 and 6 of the Project Site located at Mungar Street, Maroochydore.

Refer to Figure 1

**1.2** The EOI process is subject to, and conducted in accordance with, this Invitation. Participants who meet the Invitation criteria may be asked to provide further information about their proposal (refer Section 2).

**1.3** The EOI must demonstrate the Participant's capability to successfully design, construct and develop commercial, retail, residential or mixed use buildings (including any associated city centre infrastructure) on one or more Lots in accordance with the Maroochydore City Centre Priority Development Area Development Scheme (Development Scheme) and associated Precinct Plans.

**1.4** Development could comprise individual Lots or combined Lots within Precincts 3 and 6 of the Project as indicated in Figure 1.

**1.5** Development should capitalise on the strategic location of the Site and the opportunities to integrate with the broader environment through a range of commercial and complementary activities.

The Project requirements and objectives are broadly detailed in Section 4 of Part B.

**1.6** The information to be provided, the matters to be addressed by a Participant in an EOI submission and the evaluation criteria are specified in Sections 5 and 6.

**1.7** The terms and conditions on which this Invitation process are conducted are specified in Section 9.

**1.8** Terms appearing in upper case in this Invitation are defined in the Glossary in Section 7.

## 2 EOI Process

### 2.1 EOI Submissions

**(a)** The Company is seeking EOI submissions for the purchase and Development of individual Lots or combined Lots (Development Area) within Precincts 3 and 6 of the Project in response to, and subject to, the terms and conditions of this Invitation.

**(b)** Subject to pre-qualification through initial registration and completion and execution of a Confidentiality Deed in accordance with Section 9.12, the Participant can request an Information Pack which will include detailed information about the Site.

### 2.2 Request for Further Information

**(a)** The Company will assess EOI submissions against the criteria specified in Sections 5 and 6.

**(b)** The Company may request any such further information from a Participant about an EOI submission which it considers may be appropriate to allow it to properly consider the submission against the stated criteria. This may include a request to submit the original Development proposal on an alternative Lot or Development Area.

**Figure 1**  
Site Map



7

3 Background and Legislative Framework

3.1 The Site

(a) Location and Characteristics

The Maroochydore City Centre Project’s commanding appeal lies in its unique character and location. The 53-hectare Development Site is a former golf course in the heart of Maroochydore, the capital of the Sunshine Coast, in Queensland’s thriving south east corner.

This Project is Australia’s only greenfield CBD development within an existing urban area, located just five minutes from world class beaches, 10 minutes from the Sunshine Coast Airport and an hour’s drive north of the State capital, Brisbane. Precincts 3 and 6 are within the ‘core CBD’, and include Lots for commercial, retail, residential and mixed uses.

3.1 The Site

(b) Project Background

Maroochydore was identified as the Sunshine Coast’s Principal Regional Activity Centre in the South East Queensland Regional Plan 2005-2026 and planning has been underway for five years to create a new CBD for the 21st Century.

The Sunshine Coast Regional Council (Council) recognised that developing this 53-hectare parcel of land was essential to cater for future population growth, diversify the economy, create sustainable jobs and improve connectivity in the existing urban centre. Council acquired the Site via resumption in 2012, the Queensland Government declared the site a Priority Development Area (PDA) in 2013 and the Maroochydore City Centre PDA Development Scheme was gazetted in July 2014 and amended in April 2016.

3.1 The Site

(c) Project Vision

The Maroochydore City Centre PDA will be the business, community services and employment focus for the Sunshine Coast. Development within the Maroochydore City Centre PDA will:

- > Create a city heart for Maroochydore and the Sunshine Coast;
- > Deliver fully approved and serviced land for commercial, retail, residential, civic, cultural and community uses;
- > Build waterways as a defining feature;
- > Facilitate rail-based public transport via the state government-designated rail corridor and possibly future light rail;
- > Create a multi-modal public transport system;
- > Deliver a new road network to provide additional capacity to the existing road network within Maroochydore;
- > Create urban environments that support opportunities for art, culture and innovation;
- > Provide interconnected public open space; and
- > Establish a central Sunshine Coast location for regional entertainment and convention facilities.

### 3 Background and Legislative Framework

#### 3.2 Role of SunCentral Maroochydore Pty Ltd (Company)

(a) The Company was established by the Sunshine Coast Regional Council in early 2015 to oversee design and delivery of the Project. This includes responsibility for:

- (i) sales and marketing for the Project including any Expressions of Interest process;
  - (ii) procurement for delivery of site infrastructure and the public realm including infrastructure services to each Lot; and
  - (iii) making each Lot available for development under appropriate contractual arrangements.
- (b) The Company is also exploring a range of options to activate the Site while the Project is being delivered and beyond.

#### 3.3 Maroochydore City Centre PDA Development Scheme (Development Scheme)

- (a) Economic Development Queensland (EDQ) is the planning authority for the Site and has responsibility for administering the Development Scheme, including development application approvals.
- (b) The Company has worked closely with EDQ to allow for a wide range of permissible development on the Site.
- (c) Precincts 3 and 6 include commercial, retail, residential and civic uses.

A link to the Maroochydore City Centre PDA Development Scheme can be found at:  
[www.suncentralmaroochydore.com.au/info/resources](http://www.suncentralmaroochydore.com.au/info/resources)

#### 3.4 Purpose of the Development Scheme

The Development Scheme is the primary control on use and development within the Maroochydore City Centre PDA area. The purpose of the Development Scheme is to ensure that the Site is developed to reflect the vision outlined in Section 3.1(c) and to deliver the key city-making objectives of creating:

- (a) a centre for economic growth;
- (b) a walkable city centre;
- (c) a transit-oriented centre;
- (d) a sustainable new centre;
- (e) a beautiful and attractive centre;
- (f) a vibrant and engaging centre; and
- (g) a safe and inclusive centre.

### 3.4 PURPOSE OF THE DEVELOPMENT SCHEME

- > A CENTRE FOR ECONOMIC GROWTH
- > A WALKABLE CITY CENTRE
- > A TRANSIT-ORIENTED CENTRE
- > A SUSTAINABLE NEW CENTRE
- > A BEAUTIFUL AND ATTRACTIVE CENTRE
- > A VIBRANT AND ENGAGING CENTRE
- > A SAFE AND INCLUSIVE CENTRE

## 4 Company's Development Requirements and Objectives

Section 4 provides high-level information about the Company's requirements and objectives for development within the Project. Sections 5 and 6 detail the initial information to be provided by Participants, the evaluation process and the criteria against which Participants will be assessed in relation to the Company's requirements and objectives for the Project.

### 4.1 Private Sector Involvement

- (a) The Company seeks to maximise innovative private sector involvement in the construction and development of the Site. This may include proposals for development for individual Lots, or Development Areas, within Precincts 3 and 6, incorporating quality, urban design.
- (b) All EOI submissions must:
  - (i) reflect the Project vision and requirements of the Development Scheme;
  - (ii) be underpinned by sound planning, urban design, smart city and environmental principles; and
  - (iii) be aligned with the Project's city-making objectives outlined in Section 3.4.

### 4.2 Compliance with Government Requirements

Proposed developments detailed in EOI submissions must comply with all applicable state and local government requirements regarding development of the Site, delivering an outcome that integrates with the vision for the Site and promotes development in accordance with key city-making objectives.

Such Development activity may include but not be limited to:

- (a) a mix of commercial, retail and residential uses in accordance with the Development Scheme;
- (b) community and recreational facilities;
- (c) integration and connectivity throughout the Site.

## 5 Information to be provided by Participants and Evaluation Process and Criteria

### 5.1 Guiding Principles

As part of the EOI Process, the Participant must in the EOI submission provide a range of information, as specified in Section 5.2, which will be considered in light of three high-level guiding principles below:

Principle one: Development must be consistent with the objectives of the Maroochydore City Centre PDA Development Scheme;

Principle two: Development must deliver positive outcomes for the Maroochydore City Centre Site and the broader community;

Principle three: Development should generate economic benefits and employment opportunities.

### 5.2 Information Required

Information provided by the Participant should relate to the following:

- (a) The broad Development concept, including an overview of the expected use, scale and nature of the Development, and a range of conceptual 3D sketches or images if available;
- (b) The preferred Lot or Lots for the Development within Precincts 3 and 6;
- (c) Timing of the Development (ie broad timeline for each element of the proposed Development, including land acquisition, marketing and sales, construction and settlement);
- (d) Rationale, market understanding and any other relevant information and assumptions that have been considered to inform the Development proposal;
- (e) An indicative, non-binding value for the Lot(s) of interest and the rationale for determining that value;
- (f) The Participant's preferred contracting model with the Council as landowner;
- (g) The Participant's Development credentials and experience (including details of specific team members);
- (h) The Participant's financial standing and capacity.

## 6 Evaluation Criteria

EOI submissions responding to the following evaluation criteria will be considered in light of the guiding principles specified in Section 5.1 of this Part.

### 6.1 City-making Objectives

The degree to which the proposed Development delivers on key city-making objectives for the Project as outlined in Section 3.4, including employment opportunities to be generated by the Development.

### 6.2 Design and Sustainability

- (a) The degree to which the proposed Development takes advantage of contemporary, diverse and innovative approaches.
- (b) Qualifications, experience and portfolio of the design team.
- (c) General 'fit' of the conceptual design within the overall Site and broader Sunshine Coast environment.
- (d) The degree to which the proposed Development contemplates the use of contemporary and innovative approaches to deliver environmentally sustainable outcomes.
- (e) The degree to which the Development interacts with and contributes to the public realm.

### 6.3 Capacity and Finance

- (a) Development credentials and experience including:
  - (i) qualifications and experience of individual team members;
  - (ii) experience and capacity in delivering similar projects elsewhere;
  - (iii) experience and capacity in engaging with local communities and stakeholders; and
  - (iv) experience and capacity in complying with applicable statutory and regulatory requirements (including industrial relations and workplace health and safety).
- (b) Details of the Participant's financial capacity to deliver the proposed Development.
- (c) Details of the Participant's preferred contracting model with the Council as landowner.
- (d) Indicative (non-binding) Lot value(s).



7 Glossary

In this Invitation, terms are defined as follows unless the context otherwise requires:

Term	Definition
CEO	Means the Company’s Chief Executive Officer.
Confidentiality Deed	Means the Company’s required form of confidentiality deed with respect to the Project
Consortium/Consortia	Means a team, joint venture or consortium of entities that comprises the Participant that lodges an EOI Submission.
Consortium Entities	Means if the Participant is a consortium, an entity that is a member, shareholder, partner or joint venture in that Participant.
Company	Means SunCentral Maroochydore Pty Ltd, established as a special purpose entity by the Sunshine Coast Regional Council and includes its directors, employees, advisers, consultants and agents.
Development	Means a proposed development for a Lot, Lots or Development Area within Precincts 3 and 6.
Development Area	Means two or more adjoining Lots that can be logically combined into a larger area.
Development Scheme	Means the Maroochydore City Centre Priority Development Area Development Scheme (April 2016)
Evaluation Criteria	Means the evaluation criteria listed in Section 6.
Evaluation Process	Means the process by which EOI submissions will be evaluated by the Company, as specified in Section 9.9.
Evaluation Team	Means the Company’s team that will evaluate the EOI submissions.
Expression of Interest or EOI	Means the documentation submitted by a Participant in response to this Invitation.

Term	Definition
Information Pack	Means further project information provided by the Company to the Participant pursuant to this Invitation
Invitation for Expressions of Interest or Invitation	Means this Invitation.
Lot	Means one development parcel in Precinct 3 or 6, as identified in figure 1.
Participant	Means any party that responds to this Invitation to lodge an EOI submission in accordance with the requirements of this Invitation, and where the context admits, includes their respective officers, employees, agents and advisers.
Precincts 3 and 6	Means precincts 3 and 6 of the Project, as shown in figure 1.
Project	Means the Maroochydore City Centre Development Project.
Project Coordinator	Means the person with overall responsibility for coordination of the Expressions of Interest Process and external advisers.
Relevant Parties	Means the Participant and associated consortium entities.
Section	A reference to a section number is a reference to the correspondingly numbered paragraph within Part A, B or C of this Invitation.
Site	Means all the land comprising the Maroochydore City Centre Development Site. This includes: Lot 41 on SP 130328 Lot 2 on RP 868296 Lot 2 on SP 154798 Lot 33 on RP 149066 Lot 7 on SP 239529



Artist's impression. Subject to change.



8 EOI  
Timeline

- 8.1 Expressions of Interest will open on 27 June 2016. EOI submissions will be assessed and advanced in the order in which they are received.
- 8.2 The Company reserves the right to vary the approach specified in Section 8.1 entirely at its discretion. Participants will be notified of changes as relevant.
- 8.3 The Company reserves the right to close the EOI process at any time.

9 EOI  
Conditions

9.1 Reservations

Without limiting its rights whatsoever, the Company reserves the right, in its absolute discretion and at any time during the Expressions of Interest process, to:

- (a) amend the structure, procedures and timing of the EOI process or overall process for the Project by notice in writing to Participants who have not withdrawn or been excluded from the process, at the address advised to the Company. Such amendment may include cancellation, variation or supplementation of the applicable process;
- (b) vary or amend the Evaluation Criteria without notification;
- (c) give preference to any one or more of the Evaluation Criteria over other criteria and consider relative trade-offs between criteria;
- (d) take into account any information from the Company’s own and other sources in evaluating an EOI submission;
- (e) request further information from any Participant (including by way of presentation if considered appropriate) in order to clarify any matter relating to the Participant’s EOI submission;
- (f) conduct due diligence investigations as required and in any manner considered appropriate;
- (g) draw on outside expertise as required;
- (h) terminate further participation in the EOI process by any Participant;
- (i) undertake discussions with any Participant in relation to its EOI submission at any time;
- (j) take such other action it considers at its absolute discretion appropriate in relation to the Expressions of Interest process;
- (k) not select any Participant and terminate the Expressions of Interest process;
- (l) provide details of an EOI submission to relevant Crown representatives.
- (m) not proceed with the Project;
- (n) not proceed with the Project in the manner outlined in this Invitation;
- (o) amend the scope of the Project;
- (p) accept an EOI which does not comply with the requirements of this Invitation;

- (q) reject any EOI or all EOI at any time for any reason;
- (r) not provide Participants with any reason for any actions or decisions it may take as part of the EOI process.

9.2 EOI Submissions Must Comply with this Invitation

All EOI submissions must be prepared and lodged in accordance with the requirements of this Invitation and any additional terms and conditions that may be included upon written notice to each Participant to which this EOI Invitation has been issued. The Company may reject any EOI submission that does not comply with the terms of this Invitation.

9.3 No Offer and Acceptance

- (a) This Invitation is:
    - (i) not to be construed as any express or implied representation, undertaking or commitment; and
    - (ii) is not an offer, to undertake any Development (or any offer of any other kind) and does not indicate an intention by the Company to enter into any form of legal relationship with any party receiving the Invitation for the purposes of any Development.
  - (b) An EOI submission will not constitute an offer capable of acceptance by the Company under this EOI process and the Company is not obliged to accept any EOI submission whatsoever.
  - (c) The Company is not obliged to enter into any contractual arrangement for any Development.
- 9.4 Clarifications**
- (a) During the EOI process, it is intended that any additional information provided by the Company will be for clarification only. All inquiries from Participants are to be transmitted in writing by email to [EOI@suncentralmaroochydore.com.au](mailto:EOI@suncentralmaroochydore.com.au).
  - (b) Any Company responses generally affecting the Project or the conduct of the EOI process will be provided to all Participants, although the Company expressly reserves the right not to do so.
  - (c) Inquiries from Participants that are submitted by email will be responded to by email to the relevant Participant.

9.5 The Company May Rely on Information in EOIs

By submitting an EOI the Participant:

- (a) Warrants to the Company that the information contained in its EOI is accurate and complete as at the date on which it is submitted, and may be relied on by the Company in determining whether or not to deal further with the Participant;
- (b) Undertakes to promptly advise the Company if it becomes aware of any change in circumstances which causes the information contained in its EOI to become inaccurate or incomplete in any material respect;
- (c) Acknowledges that the Company will rely on the above warranty and undertaking when evaluating the EOI;
- (d) Acknowledges that the Company may suffer loss or damage if the Participant breaches the warranty or undertaking.

9.6 Intellectual Property

- (a) Subject to the operation of Section 9.5(b), all materials submitted by any means whatsoever by the Participant in the Expressions of Interest process become the property of the Company immediately on lodgement and without the need for any further documentation or evidence.
- (b) Such intellectual property rights of the Participant or any other party, as may be clearly demonstrated by the Participant to exist in the information contained in materials submitted by the Participant, will remain the property of the Participant or the other Relevant Party.
- (c) The Participant licenses and authorises the Company to copy, adapt, disclose or do anything else necessary (in the Company’s opinion) to all material (including that which contains intellectual property rights of the Participant or other parties) contained in the materials submitted, for the purposes of the Expressions of Interest process including, without limitation, for use in:
  - (i) its evaluation of EOI submissions;
  - (ii) negotiation of any Sale Contract(s) and/or Development Agreement(s);
  - (iii) other related matters; and
  - (iv) complying with applicable laws.
- (d) The Company may make such copies of EOI submissions or materials submitted, as it requires, for its purposes.

9 EOI Conditions

9.7 Confidentiality

- (a) The Invitation and any further information provided by the Company remains the property of the Company and may be used only to prepare an EOI submission.
- (b) Except for information available to the public generally (other than by breach of these EOI Conditions), a person receiving the Invitation must not publish, disclose or copy any of its content, except to prepare an EOI submission.
- (c) The Participant must keep confidential all information provided by the Company as part of, or in connection with, the Invitation.
- (d) The Company and the Participant must hold the EOI submission in confidence, so far as the law allows, except:
  - (i) if the information is available to the public generally, other than by breach of this obligation;
  - (ii) if a law requires a party to file, record or register something that includes information in the EOI;
  - (iii) if disclosure is necessary or advisable to get a consent, authorisation, approval or licence from a governmental or public body or authority;
  - (iv) if it is necessary or advisable to make disclosure to a taxation or fiscal authority;
  - (v) if it is disclosed confidentially to a party’s professional advisers:
    - (A) to get professional advice about this EOI process; or
    - (B) otherwise to consult such professional advisers; or
  - (vi) to the extent that the Company reproduces or adopts in whole or in part any commercial model put forward by a Participant as part of the EOI process.
- (e) All information submitted by the Participant will be examined and assessed by the Evaluation Team, its specialist consultant advisers and any other party from whom the Evaluation Team may choose to seek advice.
- (f) The Participant must maintain the confidentiality of its own EOI submission, and must not seek details of competing proposals.
- (g) The Participant must not make any public statement whatsoever in relation to the Project or the Expressions of Interest process.

(h) The Participant must:

- (i) itself; and
- (ii) ensure any of its employees, agents, contractors and advisers required by the Company, sign and return to the Company the Confidentiality Deed provided to it as part of the EOI registration process.
  - (i)The Company reserves the right, in its absolute discretion, at any stage following termination of the Participant’s participation in the Expressions of Interest process or the termination of the process, to require that material and other information provided to the Participants (and copies or reproductions of such information) be either destroyed by the Participant or returned to the Company. The Company may require that the Participant provide evidence (in a form satisfactory to the Company) that any Company requirements in this respect have been fully complied with.

9.8 Site Visit

Site visits may be arranged through the Company’s Project Director on request.

9.9 Evaluation of EOI Submissions

- (a) EOI submissions must fully address the evaluation criteria set out in Section 6, providing sufficient information to enable the Participant’s EOI submission, including indicative Development concept, corporate structure, management and technical expertise, financial capacity and track record, to be clearly understood and properly assessed.
- (b) Consideration will be given to the relative merits of the EOI submission lodged by each Participant, including the Participant’s prospective capacity to deliver; commitment to satisfying the Company’s objectives (as outlined in Section 4) as assessed through the evaluation criteria (as outlined in Section 6); and any other matters the Company considers relevant.

9.10 Costs Borne by Participants

All costs and expenses incurred by the Participant in any way associated with the development, preparation and lodgement of an EOI submission, including providing any clarification and additional information required by the Company, will be borne entirely and exclusively by the Participant. The Company will have no liability or responsibility in any form whatsoever to any Participant in this regard.

9.11 Conflict of Interest

The Participant must not place itself in a position that may, or does, give rise to a conflict of interest (or a potential conflict of interest) between the interests of the Company (on the one hand), and any other interests (on the other hand), during the EOI process. The Participant must provide a certification with its EOI submission that it and any Consortium Entities are not aware of any conflicts of interest.

9.12 Disclaimer

- (a) The Participant must make and rely on its own investigations and satisfy itself in relation to all aspects of the Project. The Company will not be liable for any incorrect or misleading information or material (referred to in this Section as “Material”) or omission to disclose Material whether provided in this Invitation or otherwise.
- (b) Further to Section 9.11(a) any Material in any form whatsoever, including any Material provided by means of the Information Pack, is provided to the Participant subject to the following conditions:
  - (i) It is strongly recommended that the Participant makes its own enquiries, investigations and examinations and obtains its own appropriate professional advice before using or placing any reliance upon the Material; and
  - (ii) The Company accepts no liability for any loss, damage or other consequences, whether caused by its negligence or not, resulting directly or indirectly, from the Participant’s reliance upon, or use of, the Material;
- (c) The Material is provided to the Participant strictly on the condition that the Participant waives all present and future right to claim against the Company and its servants, agents and contractors, for all liability, whether in contract or in tort, arising from any defects or errors in the Material, or any use of, or reliance upon, the Material;
- (d) The Material has not been prepared to meet the Participant’s particular requirements;
- (e) The Material is not warranted as being correct, free from any errors or defects or fit for any purpose;
- (f) The Material has been acquired from surveys, studies, assessments, reports, documentation and various other sources that have not been verified and therefore the Company does not give any form of undertaking as to the reliability of the Material; and

Maroochydore’s new central business district will offer world class facilities for living and conducting business on any scale.

- (g) If the above conditions upon which the Material is provided to the Participant are not acceptable to it, the Material should not be used or relied upon.

9.13 Information Pack

- (a) The Company will provide an Information Pack with further Project details to approved Participants on request.
- (b) To request an Information Pack, the Participant must:
  - (i) register their contact details online at Maroochydore-City.com.au or with the Project Director; and
  - (ii) complete, sign and return the Confidentiality Deed.

9.14 Lodgement of EOI Submissions

- (a) EOI submissions may be lodged in either hard copy or electronic format as follows:
  - (i) Hard-copy lodgement  
Hard-copy submissions must be delivered in a sealed envelope to the Project Director at the address provided on page 2 of this Invitation.
  - (ii) Electronic lodgement

Electronic submissions must be lodged by email to: EOI@suncentralmaroochydore.com.au

9.15 Governance and Probity

- (a) The Company is committed to ensuring the EOI process is carried out in an accountable and transparent manner, with strict provisions for confidentiality and security of information, and effective management of any conflicts of interest (real or perceived).
- (b) Any submitter lobbying or contacting any member of the Company Board or elected official of the Sunshine Coast Regional Council during the assessment of any EOI submission and subsequent negotiation of Development Agreement or Sale Contract shall have their submission rejected at the election of the Company at its discretion.





Artist's impression. Subject to change.

**This is a unique and exciting opportunity for investors, developers and business owners to be part of a once-in-a-lifetime project.**

### ◆ Express Your Interest

SunCentral Maroochydore Pty Ltd is calling for Expressions of Interest from developers, investors and business owners wishing to be part of this unique and exciting project.

Precincts 3 and 6 offer a range of commercial, retail, mixed use and residential opportunities.

The EOI process will commence in June 2016. Proponents will be required to prepare and lodge formal EOI submissions that provide information on:

- Their development concept, preferred lot(s) and proposed timing
- Their development credentials and experience
- Their financial capacity to deliver the proposed development

### Contact

SunCentral Maroochydore Pty Ltd

PO Box 1458

Maroochydore Qld 4558

[EOI@suncentralmaroochydore.com.au](mailto:EOI@suncentralmaroochydore.com.au)

+61 7 5452 7274







**YOUR  
FUTURE  
IS HERE**





# Maroochydore

THE BRIGHT CITY



MAROOCHYDORE-CITY.COM.AU  
OR CALL 61 (0)7 5452 7274



SunCentral