

A. Request of Information – Former District Engineers Office and Amenities, Bathurst

John Holland Rail Pty Ltd (**JHR**) manages the rail assets on the NSW Country Regional Network (**CRN**) on behalf of the Landowner Transport Asset Holding Entity of New South Wales (**TAHE**) and appointed an Agent, Transport for NSW (**TfNSW**).

On behalf of TAHE, JHR requests non-binding Expression of Interest (**EOI**) responses from interested parties (**Applicants**) for the potential occupation and/or future adaptive reuse of the former District Engineers Office and additional buildings, Bathurst NSW (the **Premises**). The Premises are owned by TAHE.

The potential business cases for use of premises (including any improvements) can include:

1. Lease or licence of all or part of the Premises (if additional improvements are constructed, these may be required to be removed at the end of the term, excluding the TAHE owned building/s).

B. Background

The Former District Engineers Office (DEO) in Bathurst is of State and Local Rail Heritage significance and is located on the corner of Havannah and Piper Streets, Bathurst.

The Premises has been formerly identified as having the potential to leverage off its location within the Bathurst railway precinct.

The Premises has excellent street frontage and exposure to the community. The surrounding land is currently being developed and the Premises provides ample off street parking and excellent access and egress to the site.

C. Information sought

JHR are open to receiving information from Applicants as to potential use of the premises, in the general format of the attached forms (“Response”).

The objective of this EOI is to receive responses that demonstrate:

- The Applicants suitability and relevance within the Bathurst rail precinct and its proximity to the Bathurst CBD.
- The associated connection and/or the local economic benefits that the proposal will present to the community of Bathurst.
- The Applicants business acumen, financial offering and experience.

The Premises are currently vacant.

The Premises is suitable for immediate occupation in its current state; however, any costs associated with fit-out and/or bringing the Premises up to suit the Proposal/s are to be borne by the Applicant. In the case of any proposed occupation, any improvements must be maintained throughout the term, and/or removed at the conclusion of the term.

JHR envisages that Responses will include details sufficient for TAHE and TfNSW to assess as a minimum, the suitability and ability of the Applicants to obtain and perform all necessary approvals or works to make the site suitable for its intended use. Applicants will also need to consider and address the removal of any additional improvements as determined by the Landowner prior to the expiry of any proposed lease or licence.

Applicant responses should take into consideration the cost of all proposed works, the annual costs of occupying the site and any legal, environmental, local and operational requirements for the intended use, including but not limited to, entering into agreements with the Landowner to construct on and/or occupy the Premises, Development Approvals, and Insurances etc.

To compile this information, you **MUST NOT ENTER UPON RAIL LAND OR INTO THE RAIL CORRIDOR**. All information is to be gathered from outside of railway land or at the scheduled site visit.

D. Site visit

A compulsory walkthrough of the Premises is to be planned and coordinated in accordance with the current COVID-19 regulations and to register your interest in attending, please contact crn.enquiry@jhg.com.au or contact JHR at 1300 661 390 and press 5, once the level of interest is gauged a formal site visit or alternative virtual walkthrough will be coordinated.

E. Process for considering submissions

Following the close of the submission period, JHR may seek further information and supporting documentation from the selected Applicants.

1. Once JHR reviews the submissions, they will be presented to TfNSW for consideration of the future use of the Premises.
2. TAHE or its Agent, at its sole discretion, enter into negotiations with selected applicants in respect to the future use of the Property, and/or commence a further EOI process.

Factors considered in the review of submissions

In reviewing the submissions, the following will be considered:

1. The proposed future use, alignment to the CRN and the City of Bathurst's objectives,
2. The commercial benefit to the Landowner,
3. The associated community and/or local economic benefit the proposal provides,
4. The required fit out of the Property and subsequent removal of the additional improvements at expiry; and
5. The term (length) of the proposed tenure, outgoings, and maintenance responsibilities.

F. EOI Only

This EOI is non-binding and is for the purpose of assessing the level of potential interest in the Premises. While all information received will be considered, Applicants should not assume that any outcome will result from the submission of a Response to this EOI.

The future of the site is at the landowner's discretion and is not constrained in any way in how it may elect to deal with the premises following receipt of Responses to this EOI. See Section I.

G. How to apply

A copy of the EOI response form and associated information details sought, can be found on the JHR CRN website at www.jhrcrn.com.au. The EOI period closes **31 January 2021** and applications will not be considered if submitted after this date, other than at the Landowner's absolute discretion.

H. Questions?

If you have any questions in relation to this EOI, please email crn.enquiry@jhg.com.au.

I. Critical Information for Applicants

1. All Responses are non-binding submissions of information only. Consideration of all Responses is at the Landowner's sole discretion.
2. Applicants must attend the Premises walkthrough (to be undertaken during the EOI period) if they wish to lodge an EOI. All attendees acknowledge that the Premises may not be fit for purpose or safe and you must comply with JHR's instructions during the walkthrough.
3. Submission of a response to this EOI constitutes the provision of information for review only. Applicants agree that this EOI, and the submission of a Response, without limitation:
 - a) creates no legal rights of any nature over or in relation to the Premises,
 - b) creates no obligation on either the Landowner, the Agent, JHR or any Applicant to act in any particular manner or at all in relation to any Response.
4. Submission of a Response does not mean that any proposal in a Response will be agreed to, or that any outcome sought by any Applicant will result. Applicants are not to assume that the Landowner, the Agent or JHR will act in any way in relation to the Premises, or otherwise, or within any timeframe sought by the Applicant.
5. For clarification, and without limitation, submitting a Response does not entitle or oblige an Applicant to subsequently enter into a lease/licence and/or to remove any part of the Premises and/or its improvements, nor does it oblige the owner of the Premises to provide any consent to lease/licence and/or sell or deal with any part of the Premises and/or its improvements.
6. The Landowner may deal with the Premises at its absolute discretion. The Landowner is not constrained or restricted in any way in relation to the Premises as a result of this EOI, any Response to this EOI, or anything in it. Without limitation, the Landowner, directly or through JHR may deal with any party, at any time, whether they have submitted a Response or not.
7. No legally binding obligations arise out of this EOI, or any receipt, or consideration of any Response.
8. No agreement in relation to the Premises arises unless and until such time as legally binding documentation, on terms acceptable to the Landowner, is executed. This clause does not bind the Landowner in any way to proceed to the execution of any legal documentation.
9. If, at the Landowner's discretion, discussions with an Applicant advance, further information may be requested from Applicants. The terms of any lease/licence (or improvements purchase agreement) will be provided by the Landowner and can be expected to contain, without limitation, to the Landowner's satisfaction, matters such the performance of works to the Landowner's requirements, defect liability periods, releases, timing obligations, indemnities, provision of insurances, safe work method statements, bank guarantees, General Construction Induction Training Card required by Law etc.
10. The Applicant is responsible for bearing any costs that may arise out of preparing a Response. In respect of all other costs, should the Landowner subsequently engage with the Applicant in relation to the Premises, the Applicant should note that such costs may include any valuations required by the Landowner to determine the acceptability of annual rent (or improvement purchase) costs.
11. Without limitation, a requirement of any lease or licence will include that the tenant is to demolish any current, and any planned improvements (at the tenant's cost) prior to the termination of the lease or licence subject to the discretion of the Landowner.
12. Any requests for information or clarification must be received in writing, five (5) days or more from the closing time of the EOI period.
13. Responses will not be returned.