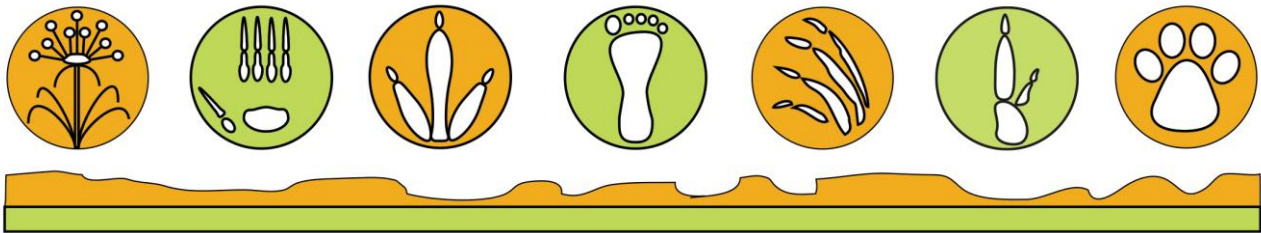


BARKLY REGIONAL COUNCIL



AGENDA ELLIOTT LOCAL AUTHORITY MEETING

THURSDAY, 6 APRIL 2023

Barkly Regional Council's Elliott Local Authority will be held in Elliott Council Office - Conference Room on Thursday, 6 April 2023 at 10:30am.

Russell Anderson
Acting Chief Executive Officer

OUR VISION

We strive to be responsive, progressive, sustainable council which respects, listens and empowers the people to be strong.

The Way We Will Work

We will make it happen!

We will be engaged and have regular opportunities to listen.

We will have strong policy and budgets to ensure our programs and services are progressive and sustainable.

Respect is shown in everything we do and we have acceptance of all cultures in the Barkly Region and their practices through a culturally competent Council.

We are a responsible Council.

We will be a responsive Council.

We want to empower local decision making.

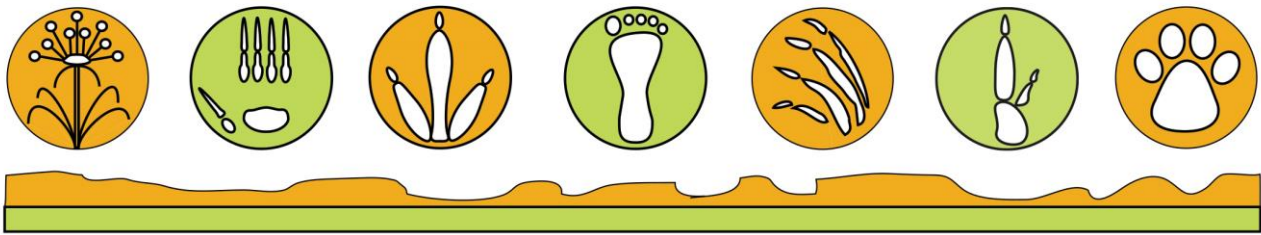
We want to ensure that our services are sustainable and that our region has a standard consistent level of services.

We want to be able to sustain our environment – our communities, our physical places, our people and our organisational culture.

We will aggressively pursue additional funding from both levels of government to improve the standard of living of people across the region.

We need to be realistic, transparent and accountable.

BARKLY REGIONAL COUNCIL



ACKNOWLEDGEMENT TO COUNTRY

We acknowledge the Traditional Owners of Warumungu, Mudberra, Jingili, Wakaya, Wambaya, Waanyi, Walpiri, Warlmanpa, Alyawarr, Anmatyerre and Kaytetye Country on which Barkly Regional Council live and work, and recognise their continuing connection to land, waters and culture. We pay our respects to the ancestors and elders of these lands, past, present and emerging.

May we continue to work together to
Deliver sustainable outcomes through a process
Based on mutual respect and understanding.

COUNCIL PRAYER

Our Lord Jesus Christ, we trust you will guide and bless this meeting of the Barkly Regional Council. We pray that you will ensure that all discussions and decisions made today are just and fair as they will affect all people within the Barkly Region. We also pray for your guidance to ensure that all our dealings are appropriate to all those whom we represent and will reflect an equitable and honest approach to the issues to be discussed today.

Amen

AGENDA

ITEM	SUBJECT	PAGE NO
	MEETING TO COMMENCE WITH ACKNOWLEDGEMENT OF TRADITIONAL OWNERS	
1	OPENING & ATTENDANCE	
1.1	Authority Members Present	
1.2	Staff and Visitors Present	
1.3	Apologies To Be Accepted	
1.4	Absent Without Apologies	
1.5	Resignations	
1.6	Disclosure of Interests	
2	CONFIRMATION OF PREVIOUS MINUTES	
2.1	Confirmation of Previous Minutes.....	5
3	ACTIONS FROM PREVIOUS MINUTES	
3.1	Action and Resolution Tracker - March 2023.....	10
4	CHIEF EXECUTIVE OFFICER REPORTS	
	<i>Nil</i>	
5	FINANCE	
5.1	Elliott LA Budget	12
6	AREA MANAGERS REPORT	
6.1	Area Manager's Report - April 2023	14
7	GENERAL BUSINESS	
7.1	Operations Report.....	17
7.2	Elliott Liquor Permits	19
7.3	Forklift Solution - Roll over Forks.....	20
7.4	Polaris Quote.....	26
7.5	Playground Quotes	34
7.6	Skip Bin Quotes	46
8	CORRESPONDENCE	
	<i>Nil</i>	
9	OTHER MATTERS FOR NOTING	
	<i>Nil</i>	
10	REPORTS FROM BARKLY REGIONAL COUNCIL	
	<i>Nil</i>	
11	THE REGIONAL COUNCIL'S PROPOSED REGIONAL PLAN	
	<i>Nil</i>	
12	VISITOR PRESENTATIONS	
	<i>Nil</i>	
13	OTHER BUSINESS	
	<i>Nil</i>	

14 CLOSE OF MEETING

CONFIRMATION OF PREVIOUS MINUTES

ITEM NUMBER	2.1
TITLE	Confirmation of Previous Minutes
REFERENCE	380264
AUTHOR	Grant Hanson, ICT Coordinator

RECOMMENDATION

That the Authority

- a) Confirm the minutes of the Local Authority Meeting Held on 2nd March 2023

SUMMARY:

This report is to confirm the minutes of the Local Authority Meeting held on 2nd March 2023.

BACKGROUND

NIL

ISSUE/OPTIONS/CONSEQUENCES

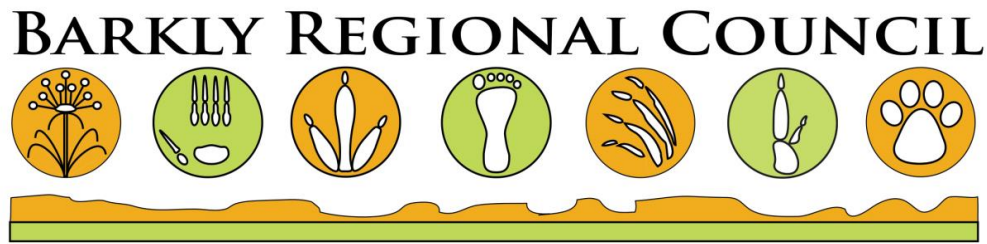
NIL

CONSULTATION & TIMING

NIL

ATTACHMENTS:

- 1 [↓](#) Elliott-Local-Authority-2023-03-02-1461-Minutes.pdf



MINUTES ELLIOTT LOCAL AUTHORITY

The Elliott Local Authority of the Barkly Regional Council was held in Elliott Council Office - Conference Room on Thursday, 2 March 2023 at 10.30am.

Russell Anderson
Chief Executive Officer

OUR VISION

We strive to be responsive, progressive, sustainable council which respects, listens and empowers the people to be strong.

The Way We Will Work

We will make it happen!

We will be engaged and have regular opportunities to listen.

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We will be a responsive Council.

We want to empower local decision making.

We want to ensure that our services are sustainable and that our region has a standard consistent level of services.

We want to be able to sustain our environment – our communities, our physical places, our people and our organisational culture.

We will aggressively pursue additional funding from both levels of government to improve the standard of living of people across the region.

We need to be realistic, transparent and accountable.

Meeting commenced at 10:40am 02 March 2023 with Bob Bagnall as chair.

1. OPENING AND ATTENDANCE

1.1 Elected Members Present

Bob Bagnall (Chair)
 Cr. Lennie Barton
 Chris Neade (BRC)
 Jason Mullan (BRC)
 Kevin Neade (BRC)
 Lora Jackson
 Jody Nish (BRC)

1.2 Staff And Visitors Present

Pacey Jackson (Guest – Tamboran Resources)
 Tamika Neade (Guest – Tamboran Resources)
 Elizabeth Brown (Guest - NT Health)
 Darren Lovett (BRC)
 Cr. Heather Wilson
 Wade Nish (BRC)

1.3 Apologies To Be Accepted

1.4 Absent Without Apologies

1.5 Disclosure Of Interest

There were no declarations of interest at this Elliott Local Authority meeting.

16.3 DEPARTMENT OF CHIEF MINISTER AND CABINET

RECOMMENDATION

That the Authority receive presentation via telephone from Department of Chief Minister and Cabinet – Louise Beilby

Subject - Alcohol licensing within the township of Elliot

16.2 PRIMARY AND PUBLIC HEALTH - ELIZABETH BROWN

RECOMMENDATION

That the Authority receive presentation from Elizabeth Brown, Primary and Public Health.

Subject - Establishment of the Aboriginal Medical Practitioners organisation

2. CONFIRMATION OF PREVIOUS MINUTES

2.1 CONFIRMATION OF PREVIOUS MINUTES

RECOMMENDATION

That the Authority receive and note the minutes of the January 2023 Elliott Local Authority Meeting, as a true and accurate record of that meeting.

Moved – Kevin Neade

Second – Lora Jackson

3. ACTIONS FROM PREVIOUS MINUTES

3.1 UPDATED ELLIOTT LOCAL AREA PLAN

RECOMMENDATION

That the Authority endorse the revised Elliott Local Area Plan for provision to Barkly Regional Council.

Moved – Chris Neade

Second – Jody Nish

3.2 ACTIONS ARISING FROM PREVIOUS MINUTES

RECOMMENDATION

That the Authority

- a) Receive and note the report
- b) Confirm all completed items and remove them from the action list

Action– the Chair will send Darren Lovett a consolidated list of outstanding actions that have not been addressed

Moved – Kevin Neade

Second – Jason Mullen

16.1 PRESENTATION FROM TAMBORAN RE: NEW REC CENTRE IN ELLIOTT

RECOMMENDATION

Tamboran Resources be invited to all Elliott Local Authority meetings

Moved – Jody Nish

Second – Lora Jackson

Action Establish land tenure for proposed Tamboran Resources recreation centre site in Elliott township

2. CHIEF EXECUTIVE OFFICER REPORTS*Nil***3. FINANCE***Nil***4. AREA MANAGERS REPORT***Nil***5. GENERAL BUSINESS***Nil***6. CORRESPONDENCE***Nil***7. OTHER MATTERS FOR NOTING***Nil***8. REPORTS FROM BARKLY REGIONAL COUNCIL***Nil***9. THE REGIONAL COUNCIL'S PROPOSED REGIONAL PLAN***Nil***10. VISITOR PRESENTATIONS****11. OTHER BUSINESS***Nil***12. CLOSE OF MEETING 1:15pm 02 March 2023**

THIS PAGE AND THE PRECEEDING 3 PAGES ARE THE MINUTES OF THE Elliott Local Authority Meeting HELD ON Thursday, 2 March 2023 AND CONFIRMED.

Bob Bagnall
Chair

Russell Anderson
Chief Executive Officer

ACTIONS FROM PREVIOUS MINUTES

ITEM NUMBER	3.1
TITLE	Action and Resolution Tracker - March 2023
REFERENCE	380283
AUTHOR	Grant Hanson, ICT Coordinator

RECOMMENDATION

**That the Authority
Receive and note the report**

SUMMARY:

This report contains the action and resolution tracker, as attached.

BACKGROUND

Actions from last Meeting

ISSUE/OPTIONS/CONSEQUENCES

NIL

CONSULTATION & TIMING

NIL

ATTACHMENTS:

1 [↓](#) Copy of Elliott LA Action Resolution tracker MAR23.pdf

Item no.	Meet Date	Task/Project	Actions to be Taken	Funds	Action Leader	Status
1	6/06/2017	House 8 Lewis St	That BRC actions repairs to Lot 8/16 Lewis Street		Dir of Ops	Added to 5 year infrastructure plan
2	3/07/2018	Jim Rennie Reserve	That BRC do a Masterplan of the reserve to bring all items back to a usable condition including lighting of football field, upgrade of Golf Course, Tennis Court, Cricket Pitch, Mini Golf, and BMX track.		Dir of Infrastructure	7/2/2019-Ongoing
3	2/08/2018	Town Camps Fencing	BRC to write a letter to the Dept seeking funds to repair Town Camp fences		Mayor, CEO	20/1/22 Invite NT housing and Aus Projects to next LA meet
4	11/10/2018	Sobering Up Shelter	Request the Dir Comm Services look into the validity of a shelter and if possible pursue funding to establish one in Elliott		Dir Comm Services	Ongoing
5	7/02/2019	Roadside Verges	Kerb and guttering of Brown & Koorringa streets		Dir of Infrastructure	9/4/20 this work is #2 on the priority list and will be completed by July 2023
6	7/02/2019	NCW Drivers DriveRd	The condition of this road and what is happening to move forward		Dir of Infrastructure	9/4/20 this work is #2 on the priority list and will be completed by July 2023
7	20/01/2021	Nature Strip/Service Rd	Invite DIPL to attend LA meet to discuss Nature Strip and service road issues		DIPL	
8	15/07/2021	Tree Planting	Request an update on the Tree Replacement program and when will this be completed in Elliott		BRC	
9	19/05/2022	LA Event funding	That BRC approve reimbursement of \$1000 to Elliott & NCW Sport & Rec Association for Anzac Day 2022		BRC	
10	31/05/2022	Plant Purchase	That the Area manager provide quotes for Skip bins, forks for Skid Steer, Forks for JCB Backhoe, and Polaris side by side unit.		Area manager	
11	11/08/2022	Plant Purchase	That the Quotes obtained by the AM for plant purchase be forwarded to BRC for approval to purchase			
12	11/08/2022	Accommodation Plans	That Northern Interests be asked to provide legible plans, full scope of works		Northern Interests	
13	10/11/2022	LA Minutes	That the minutes of LA meetings 19/2/22, 31/5/22 & 11/8/22 be presented to BRC Ord Council meeting		AM BRC	
14	10/11/2022	Accommodation Plans	That BRC follow up with Northern Interests to provide a quarterly report to Elliott LA as per OC 107/22		BRC	
15	10/11/2022	Street Sweeper	That the AM confirm a date when the street sweeper will next be in Elliott		AM BRC	
16	5/01/2023	Skip Bins quote	That BRC go ahead with purchase of skip bins	LA	BRC	
17	5/01/2023	Accommodation Plans	That Northern Interests present at the next LA meet to provide an update on work to be carried out and timeframes as per BRC OC 107/22		Area Manager	
18	5/01/2023	LA event funding	That the Elliott LA reimburse Elliott & NCW Sport & Rec Assoc \$1000 for the 2022 Anzac memorial service and \$1000 be donated for the 2023 service.	LA	BRC	
19	5/01/2023	Cemetery Chapel	That the AM obtain designs and quotes for chapel and BRC contribution	LA/BRC	Dir of Infrastructure	
20	2/03/2023	Actions arising from previous minutes	Chair to send Darren Lovett a consolidated list of outstanding actions not yet addressed		LA Chair	not yet received.

FINANCE

ITEM NUMBER 5.1
TITLE Elliott LA Budget
REFERENCE 380285
AUTHOR Grant Hanson, ICT Coordinator

RECOMMENDATION

That the Authority

- a) **Receive and note the report**

SUMMARY:

This report contains the Local Authority Finance and Budget report.

BACKGROUND

NIL

ISSUE/OPTIONS/CONSEQUENCES

NIL

CONSULTATION & TIMING

NIL

ATTACHMENTS:

1 [↓](#) Elliott Budget.pdf

ELLIOT - 300-ME

Natural Account	Actual	Commitments	Total Actual	Annual Budget	Funds Available
71110 - Sal&WagesNormal	160,047	0	160,047	300,732	140,685
71120 - Sal&WagesOtime	1,318	0	1,318	1,284	(34)
71130 - Sal&WagesAllow	20,682	0	20,682	41,640	20,958
71200 - OtherLeaveExp	20,024	0	20,024	25,500	5,476
71210 - TOIL Expense	0	0	0	312	312
71220 - A/LeaveExpense	31,379	0	31,379	58,824	27,445
71230 - LS/LeaveExpense	6,276	0	6,276	11,760	5,484
71300 - Superannuation	23,732	0	23,732	44,280	20,548
71400 - WorkCompPremium	1,037	0	1,037	14,724	13,687
71401 - Workers Compens	2,915	0	2,915	0	(2,915)
73156 - ContFeesElectri	0	0	0	0	
73157 - ContFeesLabHire	0	0	0	2,424	2,424
73159 - ContFeesPstCont	221	0	221	192	(29)
73161 - ContFeesProfess	0	0	0	144	144
73162 - ContFeesRepMain	517	0	517	732	216
73403 - ICT Mob/Mod/Tel	436	0	436	1,212	776
73404 - ICT SatellitTel	138	0	138	372	234
73550 - LegalFeeCharges	0	0	0	1,152	1,152
73602 - MatExpFood	562	0	562	72	(490)
73605 - MatExpMinorEq	10,600	971	11,571	29,196	17,625
73607 - MatExpSafeEquip	273	0	273	0	(273)
73609 - MatExpTools	897	0	897	0	(897)
73700 - PlantVehFuelLub	16,781	872	17,653	19,728	2,075
73703 - PlantVehParts	22,991	0	22,991	20,880	(2,111)
73704 - PlantVehRegis	3,107	0	3,107	8,232	5,125
73705 - PlantVehSrvMain	2,658	0	2,658	4,212	1,554
73706 - PlantVehTyres	1,420	0	1,420	4,200	2,780
73752 - PropertyMaint	0	0	0	1,044	1,044
73754 - PropertyGas	18	0	18	0	(18)
73755 - PropertyWat/Sew	12,312	0	12,312	9,996	(2,316)
73757 - PropMinorEquip	1,729	870	2,599	228	(2,371)
73761 - Property - Sect	0	0	0	29,772	29,772
73800 - PostFreightCour	4,487	182	4,669	2,652	(2,017)
73861 - StaffMealsAccom	0	0	0	1,320	1,320
73866 - Stexp-Uniform	0	0	0	420	420
	346,558	2,895	349,453	637,236	287,783

AREA MANAGERS REPORT

ITEM NUMBER 6.1
TITLE Area Manager's Report - April 2023
REFERENCE 380279
AUTHOR Grant Hanson, ICT Coordinator

RECOMMENDATION

That the Authority

- a) **Receive and note the report**

SUMMARY:

The Local Authority is asked to review the Area Managers report and raise any questions or concerns at the meeting.

BACKGROUND

NIL

ISSUE/OPTIONS/CONSEQUENCES

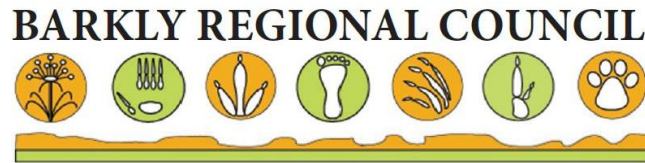
NIL

CONSULTATION & TIMING

NIL

ATTACHMENTS:

1 [↓](#) Area Manager Report February 2023.pdf



AREA MANAGER REPORT – Elliott

Month – February 2023

GENERAL:

- Elliott Local Authority Meeting held on the 2nd of March
- Visit from Deadly Hair Dude
- Visit from Original Power (Community Meeting)
- The Depot staff have been trying to keep on top of the grass around town since the rain. It is growing faster than we can keep up.
- Waiting on a work order from DILP to Slash Eastern side of Elliott township
- Visit from Katherine Centrelink Remote Team
- Newcastle Waters is still flooded. No access only via boat
- Visit from Tamboran Resources

HIGHLIGHTS:

- Visit from the Collingwood Football Club
- Slasher is now operational

ISSUES:

- We are still short staffed in the Depot we are down to four workers. One staff on Parental and Carer's leave and our Depot Supervisor position hasn't been fulfilled. Also no one replaced another staff whom had retired.
- Waterpark still not operational, hasn't been open since mid-year 2022
- Waste Management – Tip is at full capacity, plans are in the process of another pit.

BARKLY REGIONAL COUNCIL



CENTRELINK	All running well,
DEPOT	Municipal Team – Shortage of staff
SPORT & REC	Staff doing a good job Have vehicle issues, Safety Patrol helping with pick up and drop offs
AGED CARE	All running well,
SAFETY PATROL	All running well
SAFE HOUSE	Running well with Bonita but need more staff
WATERPARK	Not Operational
LIBRARY	Running well

OTHER:

- All programs are all working together and helping and supporting each other
- This is my first report as an Acting Area Manager I would like to thank all my staff for making it easier for me to do my job. Especially to Jody Nish and Christopher Neade for their support.
- Local has asked about the Septic Truck to do pump outs as Plumbers charge too much fees to travel to Elliott

GENERAL BUSINESS

ITEM NUMBER	7.1
TITLE	Operations Report
REFERENCE	380266
AUTHOR	Grant Hanson, ICT Coordinator

RECOMMENDATION**That the Authority**

- a) Receive and note the report

SUMMARY:

This report provides the Elliott Local Authority with an opportunity to review council operations that have occurred in the Elliott community since the last LA meeting.

Fleet Management – the BRC fleet for Elliott has undergone a substantial audit to ensure all fleet is fit for purpose. Major overdue repairs have been carried out to most of the fleet to include servicing. The BRC Elliott slasher is now operational

BRC services – a minor restructure of the BRC operational management now has the Area Manager responsible for the oversight of all council service delivery aspects in the community to include community development programs in conjunction with the Director of Community Development.

Infrastructure – An audit of all community infrastructure has identified the need to service all street lights and conduct an audit of the water park to ensure all is functioning as it should. The playground shade clothe, park sprinkler system, and Water Park have now being addressed. BRC is awaiting a work order for the eastern side of the township to slash

BRC personnel – manpower shortages has seen a slight decline in service delivery in the community. BRC will now complete recruitment at a local level with a view to employing more casual employees to bolster the existing workforce.

Action Items List – a new template for the LA action items list has been promulgated. This is to ensure that all action items are captured, addressed and not lost.

Community visits – BRC CEO, Origin Power and the “Deadly” Hairdresser, the Collingwood Football Club, Katherine Centrelink

BACKGROUND

NIL

ISSUE/OPTIONS/CONSEQUENCES

NIL

CONSULTATION & TIMING

NIL

ATTACHMENTS:

There are no attachments for this report.

GENERAL BUSINESS

ITEM NUMBER 7.2
TITLE Elliott Liquor Permits
REFERENCE 380267
AUTHOR Grant Hanson, ICT Coordinator

RECOMMENDATION

That the Authority

- a) **Receive and note the report**

SUMMARY:

This Report is to provide the authority with information and clarification around the liquor permits in the North Camp (Gurungu) and South Camp (Wilyuga).

BACKGROUND

Previously discussed with NTG representative at last LA meeting for clarification at this meeting.

ISSUE/OPTIONS/CONSEQUENCES

NIL

CONSULTATION & TIMING

NIL

ATTACHMENTS:

There are no attachments for this report.

GENERAL BUSINESS

ITEM NUMBER 7.3
TITLE Forklift Solution - Roll over Forks
REFERENCE 380269
AUTHOR Grant Hanson, ICT Coordinator

RECOMMENDATION

That the Authority

- a) **Receive and note the report**
- b) **Accept / decline the proposed quotation**

SUMMARY:

This report is for the Local Authority to consider the proposed quotation and decide on whether to accept or decline the quote.

BACKGROUND

NIL

ISSUE/OPTIONS/CONSEQUENCES

NIL

CONSULTATION & TIMING

NIL

ATTACHMENTS:

1 [↓](#) Fork lift Solution.pdf

Attachment 1

Forklift Solutions Pty Ltd Quote 14144SM for \$5,971.35.pdf



FORKLIFT SOLUTIONS

Pty Ltd

ABN 98 127 173 424



Tel: (08) 8947 3490 Fax: (08) 8947 3498 www.forkliftsolutions.com.au PO Box 2122, Palmerston NT 0831 Australia

Estimate Job # 14144SM

Date: 14th June 2022

Barkly Regional Council
PMB 148
Via Alice Springs
NT 0872

Make	Model	Serial No	Unit No	Hours
JCB	3CX			

Dear Ray,
Thank you very much for the opportunity to submit this quote. Please find below an estimate for the following.
Please do not hesitate to contact us if we can be from any further assistance.

RE: JCB 3CX Roll Over Forks

	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	Kit Roll Over Forks-----Ex Stock Darwin-----	\$3,919.30	\$3,919.30
1	Bucket Pin for Roll over Forks ----EX NSW - ETA mid July----	\$1,159.20	\$1,159.20
1	Freight	\$350.00	\$350.00
		SUBTOTAL	\$5,428.50
		GST	\$542.85
		TOTAL CHARGE	\$5,971.35

Estimate is subject to further inspection. All prices are exclusive GST. This quote is valid for 10 days. Payment Terms 7 days.
I HAVE READ AND AGREE TO THE TERMS AND CONDITIONS.

Customer Name

Customer Signature

Purchase Order Number



EFT Payments Welcome: Westpac Bank



Account Name: Forklift Solutions



BSB: 035 302 ACC: 441 696

Attachment 1

Page 22

Attachment 1

Forklift Solutions Pty Ltd Quote 14144SM for \$5,971.35.pdf

- 1 You must give Forthill Solutions a minimum of 12 hours notice for any cancellations, we reserve the right to charge a maximum rate of 50% of total price amount for any cancellations made within the 12 hour period of the scheduled commencement date.
- 2 Reader must declare if any of the machines or attachments will be used on a charge if the machines or attachments to travel on a charge, the reader will be liable for all costs incurred relating to damages caused, including but not limited to full reader cost/return.
- 3 **Warranties:**
- 4 a) In the event of a breakdown, the Reader must: (i) immediately notify Forthill Solutions; (ii) stop using the equipment and ensure it does not damage and further damage; (iii) prevent the equipment from causing injury or damage to any person or property; and (iv) not repair or attempt to repair the equipment without Forthill Solutions prior written consent.
- 5 Forthill Solutions will use reasonable endeavours to repair or replace the equipment at Forthill Solutions discretion as soon as reasonably practicable after receiving notice.
- 6 If the equipment has broken down or become unusable to use as a result of the Customer's negligence or breach of agreement, the Customer will be liable for the costs associated with the repair or replacement of the equipment and for the rental charges for the period during which the equipment is being repaired or replaced.
- 7 Forthill Solutions will not be held liable for any costs incurred to the Reader in loss of work, labour charges etc. due to the breakdown of the equipment.
- 8 **The Reader will NOT withhold the prior consent of the Owner:**
- 9 a) After any verifying number or mark on the Equipment.
- 10 b) Assign this Agreement to the Reader's rights necessary.
- 11 c) Altering or purport to sell, dispose of or encumber the Equipment in any way.
- 12 d) Change the Site Address, application or environment of the Equipment.
- 13 e) Sell or permit or suffer to be done anything which might or could constitute any insurance under 3(c) above.
- 14 f) Engage another person or organisation other than the owner or its authorised representatives to repair and maintain the equipment.
- 15 g) Make any permanent alteration to the machines appearance or operation. If this is to occur, the Reader is required to pay all costs associated in returning machine to its original state as at commencement of the Rental period.
- 16 **If the owner discovers that the Reader has made a false statement to the Owner relating to this Agreement, or:**
- 17 a) The Reader fails to pay Rental Payments under 7.1 (any of the due date as specified in the Schedule) together with interest at the Rate specified in the Schedule or
- 18 b) The Reader is in breach of any of the terms and conditions contained in this Agreement and has failed to notify that breach within fourteen (14) days after notified by the Owner to do so, or
- 19 c) The Reader shall commit any act of bankruptcy or being a company that go into liquidation or receivership or stops payment, it shall be liable to pay the debts when they fall due, caused to carry on its business at a material part of it or in which it made or is involved in payment for an arrangement with creditors or the winding up of the Reader.
- 20 d) Execution of address is listed against the Reader.
- 21 e) Any insurance proposal made by the Reader in respect of the Equipment is declined or any insurance policy in respect of the Equipment is cancelled, or
- 22 f) The Reader chooses not to cause to be taken or effect any act or thing likely to enhance the safe operation of the Equipment, or
- 23 g) The Reader is convicted of an indictable offence or a sentence to imprisonment, or
- 24 h) The Ownership or control of the Reader changes prior to the end of the term of this Agreement.
- 25 i) Then the Owner may at its absolute discretion and without prejudice to any other right or remedy take whatever action it considers appropriate to enforce the performance of this Agreement by the Reader or accept the repudiation of this Agreement whereupon at the time of repudiation the Reader shall be obliged to immediately:
- 26 a) Return the Equipment to the Owner to a place specified by the Owner.
- 27 b) Pay to the Owner all monies then payable to the Owner under this Agreement, and
- 28 c) Pay to the Owner the balance of the unpaid Rental Payments shall be paid discounted to a present value from their original due date at the rate applied to this Agreement.
- 29 Upon payment to the Owner of the monies specified in this and the preceding sub-clause, the Reader shall be released of further liability to the Owner for Rental under this Agreement. The Reader hereby authorises the Owner to enter any premises upon which the Equipment may be located and views and releases the Owner from any liability for any damage or loss occasioned thereby.
- 30 The Owner agrees to account to the Reader for any proceeds in excess of its loss, calculated at the date of repudiation. These proceeds shall be reduced by the costs incurred by the Owner in trying to reduce or recover plus any other amount the Reader owes under this Agreement.
- 31 **It is expressly agreed as follows:**
- 32 a) This Agreement shall not be binding on the Owner until it has been reviewed by the Owner notwithstanding any pre-payment of monies by the Reader.
- 33 b) No statement shall be made to the Owner entering into this Agreement as agent for any person (whether disclosed or otherwise) or to the fact that such person may have or may acquire the property and the Equipment.
- 34 c) This Agreement shall bind the Reader its successors and assigns and ensure full effect to the benefit of the Owner its successors and assigns.
- 35 d) Any notice required to be given to the Reader hereunder may be sent by electronic or pre-paid post to the Reader at its well known place of business, and shall be deemed to have been received upon production of the transmission report or on the second business day following such posting.
- 36 e) If the Reader is required to do any matter in this Agreement or in any other document served hereunder within a specified time period it shall be of the essence in respect of that stipulated time.
- 37 f) Any waiver by the Owner of any default or breach or repudiation of this Agreement shall not affect the rights of the Owner in respect of any further or continuing default breach or repudiation.
- 38 A certificate given by the Owner will be prima facie evidence of the amount of monies due owing or recoverable from the Reader hereunder.
- 39 In the event that any provision or part thereof contained herein is rendered void, invalid or unenforceable then such provision or part thereof shall be severed from this Agreement without affecting the remaining provisions of this Agreement.
- 40 **Whether or not Section 2 of Part 1 of the Trade Practices Act 1974 or any law to a similar effect applies, the Owner's liability for anything in relation to the Equipment, its use or its installation, including damage or economic loss to anyone, is limited as much as it can be. Whatever happens, the Owners liability is as close that settles to:**
- 41 a) Restore the Equipment with the same or equivalent equipment, or pay the cost of use of the Goods; and
- 42 b) Repair the Equipment or pay for its repair; and
- 43 c) The Owner may exchange the Equipment with equivalent of a like or better type at any time during this Agreement and the replacement equipment shall be treated as the Equipment for the purposes of this Agreement.
- 44 d) The person signing this Agreement for the Reader is authorised to sign and deliver it on the Reader's behalf, and
- 45 e) The Agreement contains all the terms, conditions, provisions and arrangements that have been agreed between the Owner and the Reader in respect of this Agreement.
- 46 f) If the Reader tries to return the Equipment at the expiration of this Agreement then the period of this Agreement shall be deemed extended from the day to day of the week stipulated in the Schedule for then holding over period and upon the return here are conditions as contained herein but no such extended period may be determined by the Owner extending possession of any time or by the Reader delivering the Equipment to the Owner.
- 47 Any provision of this Agreement that is illegal, void or unenforceable will not term part of this Agreement to the extent of the illegality, voidness or unenforceability. The remaining provisions of this Agreement will not be affected by any illegal, void or unenforceable provision.
- 48 The Lease / Rental Agreement is a legally binding contractual agreement, the reader agrees that all charges relating to the Lease / Rental Agreements are payable up to the termination date as per signed contract.
- 49 **PPSA:**
- 50 **The parties acknowledge that we may register any actual or impending security interest in any matter we consider appropriate in relation to any assets, interests, real/ personal or controlled by this Rental Agreement or the Equipment and the proceeds arising in respect of any dealing in the Equipment, you undertake to:**
- 51 a) Register that and that we will the Equipment and all other perfected security interest under the PPSA in respect of the Equipment) and its proceeds (b) to register a financing statement or financing change statement and (c) to ensure that Our security, title, and rights and obligations, are not adversely affected by the PPSA.
- 52 b) not register a financing change statement in respect of a security interest contemplated or contributed by this Rental Agreement without Our prior written consent; and
- 53 c) not create or purport to create any security interest in the Equipment, nor register, or permit to be registered a financing statement or a financing change statement in relation to the Equipment in favour of a third party without Our prior written consent.
- 54 **You**
- 55 a) have Your right under section 157 of the PPSA to provide a copy of the verification statement relating to a security interest created under the Rental Agreement.
- 56 b) agree that to the extent permitted by the PPSA, the following provisions of the PPSA will not apply and any contradictory or any contradictory of section 56 (b) to the extent that it requires the secured party to give notice to the grantor 1, section 96, section 71 (b) to the extent that it allows a secured party to give notice to the grantor; section 121(4), section 125, section 130, section 132(3)(a), section 132(4), section 135, section 142 and section 143, and
- 57 c) agree that the following provisions of the PPSA will not apply and you will have no rights under these sections 127, section 129(2) and 31, section 132, section 134(2), section 135, section 136(3), (4) and (5) and section 137.
- 58 d) agree to not change your name, ABN/ACN or any other details required in respect of registration, or maintenance of registration, of each Security Interest on the Register without first notifying us in writing.
- 59 e) agree you must pay all costs of any discharge or necessary amendment of any Registration.
- 60 **Unless otherwise agreed and to the extent permitted by the PPSA, You and We agree not to disclose information of the kind referred to in section 273(1) of the PPSA to an interested person, or any other person requested by an interested person. You waive any right, You may have, or but for this clause may have had, under section 275(1)(c) of the PPSA to authorise the disclosure of the above information.**
- 61 **For the purposes of section 207 of the PPSA, this collateral is Equipment including any Equipment which is described in any Rental Schedule provided by Us to You from time to time. This Rental Agreement is a security agreement for the purposes of the PPSA.**
- 62 **You agree to notify Us in writing of any change to Your details set out in the Credit Application, within 5 days from the date of such change.**
- 63 **Customer must not lease, lend, bail or give possession (such term) of the equipment to anyone other than Forthill Solutions Pty Ltd (in absolute discretion) first consents in writing. Any such sub-lease must be in writing as a term acceptable to Forthill Solutions Pty Ltd and must be accepted to be subject to the rights of Forthill Solutions Pty Ltd under this agreement. Customer may not vary a sub-lease without prior written consent of Forthill Solutions Pty Ltd (which may be withheld in its absolute discretion).**
- 64 **Customer must ensure the Forthill Solutions Pty Ltd is provided at all times with up to date information about the sub-hire including the identity of the sub-hire, the terms of and state of accounts are payment under the sub-hire and location and condition of the equipment.**
- 65 **Customer must take all steps including registration under the PPSA Law as may be required to:**
- 66 a) ensure that any security interest arising under or in respect of the sub-hire is enforceable, perfected and otherwise effective under the PPSA; and
- 67 b) enabling the Customer to gain full benefit to the rights of Forthill Solutions Pty Ltd first priority or any other priority agreed to by Forthill Solutions Pty Ltd in writing for the security interest; and
- 68 c) enabling Forthill Solutions Pty Ltd and the Customer to exercise their respective rights in connection with the security interest.
- 69 d) ensure that any security interest registered on any machines sold to or bailed to Forthill Solutions is de-registered.
- 70 **If the Reader requests a variation of the initial Term or of the Agreement then hereunder the Owner may agree to such variation and forward and Acknowledgement of Variation to the Reader ending and dated by the variation. Upon the signing of the Acknowledgement by the Reader the variation shall be binding on the Reader. The Rental Payments payable hereunder shall be varied according and in all other respects the terms and conditions of the Agreement shall remain unchanged. If the Owner does not receive the Acknowledgement duly signed by the Reader within business days of sending its Acknowledgement to the Reader, the Reader was deemed not to be bound by such variation.**

Attachment 1

Forklift Solutions Pty Ltd Quote 14144SM for \$5,971.35.pdf

18. **Credit or Debit Cards:**
- Credit Card payments will incur a 2.5% surcharge
 - You authorise Forklift Solutions to charge the Card in respect of any charges due and payable and in respect of Damages due and payable or such other amount as is specified in the Addendum terms
 - If Forklift Solutions charges your card for any Damages due and payable, it will promptly notify You of the amount so charged and provide details of the damages. If you dispute the Damages or the amount charged, You may contact Forklift Solutions who will promptly deal with any dispute and if it reasonably considers that any amount should be refunded to You, will promptly credit that amount to Your Card
 - You warrant that the card is Yours and You are responsible for all other amounts credited, charged or debited to that Card. Where the Card is not in Your name, You warrant that You are authorised to permit and authorise Forklift Solutions to charge the card
19. **Sales:**
- The benefits conferred on the Customer by these Terms and Conditions shall be in addition to all other rights and remedies in respect of the Goods or the Service which the Customer has under the Trade Practices Act and various State and Territory laws
 - For sub-account holders, full payment is required prior to or upon pickup of all parts, service & repair jobs and sales
 - Legal and beneficial title to the Goods is retained by Forklift Solutions and does not pass to the Customer, and the Customer holds the Goods as Forklift Solutions' fiduciary agent and bailee until the Customer pays Forklift Solutions all full monies owing or payable by the Customer to Forklift Solutions on any account (including in respect of the purchase of the Goods) and any payments have been cleared, at which time title to the Goods will pass to the Customer
 - Sale Tax is charged unless an exemption number is quoted on this Work Order. Claims for credit of Sales Tax deduction will be subject to ten percent (10%) administration charge
 - Any purchase order received by Forklift Solutions will be treated for all purposes to be an offer to purchase, and subject to written acceptance by Forklift Solutions
 - Where applicable Goods & Services Tax and any other Government Tax will be charged and is payable in addition to the price. Where any exemption is available to the buyer under applicable legislation, upon presentation to the Company of the appropriate documentation and any necessary declaration, the Company if satisfied will provide the goods excluding tax
 - Where applicable, in the case of specialised equipment, order cancellation 2 days or longer after order placement will incur a cost equal to either 50% of the order value or subcontracted costs incurred by Forklift Solutions up to the value of the 20% deposit
 - Estimates of delivery time or delivery dates quoted are determined by current information and stock availability. Forklift Solutions are not liable for delays in delivery or any consequences of delay in delivery including for any delayed or consequential loss or damage, including but not limited to wasted time, expenditure, loss of profit, loss of business revenues or liability to or indemnity, contribution or otherwise
 - Where applicable Goods & Services Tax and any other Government Tax will be charged and is payable in addition to the price. Where any exemption is available to the buyer under applicable legislation, upon presentation to the Company of the appropriate documentation and any necessary declaration, the Company if satisfied will provide the goods excluding tax
 - It is acknowledged and agreed that title to the Goods shall not pass to the Customer until the Company has received payment in full of all Goods and the Service derived on the Work order
 - Upon issuing of an invoice for the purchase of the goods from Forklift Solutions, you agree to pay the deposit indicated on the invoice, the deposit is non-refundable
 - All used machines are sold as is without warranty unless otherwise agreed by Forklift Solutions
 - All trade-in machines/equipment and any items sold to Forklift Solutions must be cleaned free and clear by the client/supplier, with no contamination of any sort, proof of ownership must be provided to Forklift Solutions. The client/supplier is required to reimburse Forklift Solutions for any expenses in respect to the machine/equipment or items sold. A fire found to be not caused by the client/supplier fire and clear
 - Client does not take possession of any parts, machines or any other goods purchased from Forklift Solutions until full payment is received by Forklift Solutions
 - For all machine/equipment traded in or sold to Forklift Solutions, the security interest made in relation to the PPSA must be deregistered and proof of deregistration provided to Forklift Solutions
 - All goods supplied to the buyer and at the buyer's risk immediately upon delivery to the buyer or the buyer's nominee or carrier
 - Cost of road registration is not included unless otherwise specified and included in the quotation
20. **Service and Parts**
- Any claim made against the company in respect of the supply of any service shall be treated as total to the supplying of the service again or the payment of the cost of having the service supplied again and in the case of the supply of parts, then "Cost" any liability shall be limited to the replacement of the Good or the supply of equivalent Goods, the repair of the Goods or the payment of the cost of having the Goods repaired
 - The Company warrants to repair without further charge to the Customer any Failure which is proved to the satisfaction of the Company to have occurred entirely as a result of faulty workmanship by the Company in carrying out the Work. The warranty shall not apply to any repairs or replacement required as a result of (i) accident, (ii) misuse, (iii) lack of proper maintenance, (iv) service or repairs improperly performed or replacement incorrectly installed by any person other than the Company (v) a replacement Part not approved by the Company or (vi) damage from environmental conditions such as airborne fallout, salt, hail, rain, earthquakes, lightning, flood etc. or any other event causing physical damage to the car and
 - The carrying out of the Work does not make the Company liable for, and the Company expressly excludes liability for, any consequential, indirect or incidental damages or for any service not expressly provided
 - The Customer has requested the company to undertake service of goods and the taking of parts as required, the work is and the Company has agreed to carry out the work at the cost of the Customer
 - The benefits conferred on the Customer by these Terms and Conditions shall be in addition to all other rights and remedies in respect of the Goods or the Service which the Customer has under the Trade Practices Act and various State and Territory laws
 - All items stay property of Forklift Solutions until buyer has zeroed the agreed amount in full and in favour of the seller's account
 - For sub-account holders, full payment is required prior to or upon pickup of all parts, service & repair jobs and sales
 - Customer is encouraged to contact the service manager to arrange an appointment to inspect the service undertaken on customer's machine prior to the machine leaving the workshop. Any return with the service / work performed should be brought to the attention of Forklift Solutions at this time
 - For field service, client should report machine and acknowledge works completed to satisfaction
 - Where the Customer is a company the person signing this Work Order on behalf of the Customer warrants they have the authority to bind the Customer and agrees to be personally liable for all charges, if for any reason the Customer rejects or pays the reasonable and proper charges of the Company
 - Terms of payment are strictly 7 days from the date of Work Order, any outstanding amounts must be finalised prior to further works taking place
 - Sale Tax is charged unless an exemption number is quoted on this Work Order. Claims for credit of Sales Tax deduction will be subject to ten percent (10%) administration charge
 - Any purchase order received by Forklift Solutions will be treated for all purposes to be an offer to purchase, and subject to written acceptance by Forklift Solutions
 - Where applicable Goods & Services Tax and any other Government Tax will be charged and is payable in addition to the price. Where any exemption is available to the buyer under applicable legislation, upon presentation to the Company of the appropriate documentation and any necessary declaration, the Company if satisfied will provide the goods excluding tax
 - The company is not liable for any damage in loss, including consequential loss, to the purchaser resulting from any delay in delivery of Goods or Services
 - You must give Forklift Solutions a minimum of 24 hours notice for any cancellations, we reserve the right to charge a minimum rate of 50% of total quoted amount for any cancellations made under the 24 hour period of the confirmed commitment date, for remote locations we require a minimum of 72 hours notice
21. **Warranty:**
- No warranty implied or given unless otherwise mentioned
 - Any used machines are sold as is without warranty unless otherwise agreed by Forklift Solutions
 - Forklift Solutions shall have no obligation for defects resulting from improper storage, installation or repairs, misapplication, conditional misuse, negligence or accident
 - Warranty shall not be effective as to any claim that is not presented by purchaser in writing immediately upon discovery of defect
 - Forklift Solutions has not authorised anybody to make representation or warranty other than the warranty contained here. It is at the discretion of Forklift Solutions of whether or what components are to be replaced or repaired and some items may be repaired under a parts only basis and the Seller is only responsible for a portion of it. This is solely at the discretion of Forklift Solutions. The buyer/purchaser must make the goods available to Forklift Solutions so that they can be inspected/diagnosed by Forklift Solutions at Forklift Solutions premises. After the inspection/diagnosing Forklift Solutions will advise the buyer/purchaser what items will be covered under warranty
 - Under no circumstances shall Forklift Solutions be liable for incidental, special or consequential damages, including but not limited to loss of profits, business or goodwill, loss of use of equipment or facilities, incurring of expenses or liability otherwise
22. This Agreement shall be construed in accordance with the laws of Northern Territory and any dispute shall be determined by the Courts of the Territory by whose jurisdiction and decision the parties agree to be bound

Attachment 2

forks.pdf



RDO Equipment Pty Ltd
22 McKenzie Place
Yarrawonga NT 0830
Ph 08 8936 8800
ABN: 58 060 288 759
ACN: 060 288 759

Ship to: MARTIN YOUNG • 0427183190

Invoice to: BARKLY REGIONAL COUNCIL
PO BOX 821
TENNANT CREEK NT 0861

Attention: MARTIN YOUNG

Branch

31 • DARMIN

Date

30/05/2022

Time

15:23:14 (0)

Page

1

Account No.

0000452

Phone No.

08 8962 0000

Rev/Quote No. 01

006484

Ship Via

Purchase Order

ABN

32 171 281 456

ACN

Salesperson

DL4

ESTIMATE EXPIRY DATE: 27/06/2022

PARTS QUOTATION

Part#	Description	Qty	Price	Amount
-------	-------------	-----	-------	--------

*TO BE MADE TO ORDER*****
QUOTE EXCLUDING FREIGHT

PF2000F	332G FORKS (2T)	1	2440.69	2440.69
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Subtotal: 2440.69

Tax: 244.07

TOTAL: 2684.76

Authorization: _____

Name: RDO Equipment Pty Ltd

BSB: 014-657

Acc: 7754 77613

Legal Information

RDO Equipment Pty Ltd and its related bodies corporate have Standard Terms and Conditions of Sale (Standard Terms). The Standard Terms may vary from time to time and are available at www.rdoequipment.com.au and upon request. The Standard Terms form part of this transaction. By completing this transaction, the Buyer certifies that (1) it has read and understands and agrees to be bound by the Standard Terms; and (2) the transaction document and the Standard Terms when read together form the contract.

GENERAL BUSINESS

ITEM NUMBER	7.4
TITLE	Polaris Quote
REFERENCE	380271
AUTHOR	Grant Hanson, ICT Coordinator

RECOMMENDATION

That the Authority

- a) Receive and note the report
- b) Accept / Decline the proposed quotation in its entirety
- c) Decide which option to proceed with and advise authority to recommend to council.

SUMMARY:

This report is for the Local Authority to consider the expenditure of funds, to purchase a Polaris Ranger

BACKGROUND

These were quoted on 31st may 2022, by the Area Manager at the time, on behalf of the Authority. The second quote is more recent.

ISSUE/OPTIONS/CONSEQUENCES

The issued quote has expired and will likely need to be re-quoted, resulting in additional expenditure. The second quote is still valid.

CONSULTATION & TIMING

NIL

ATTACHMENTS:

- 1 [↓](#) Polaris.pdf
- 2 [↓](#) Polaris Quote _2.pdf

R&M Motorcycles

Adrenals Pty Ltd atf S&J Hohn Family Trust T/as ACN 600 354 881
 ABN: 26 885 161 220
 Giles Street
 Katherine NT
 Ph: (08) 89722693 Fax: (08) 89722866
 Email: rmmotorcycles@bigpond.com
 PO Box 1210

Invoice to:

CASH SALES

KATHERINE
 KATHERINE NT 0851
 0447677418

Deliver to:

CASH SALES

KATHERINE
 KATHERINE NT 0851

Quote	Date	A/C Abbn	Order #	ABN	
Quote 4822 # 0	31-05-2022 8:11 AM	CAS002			
Loc	Item Number	Description	Qty	Price	Total
-	POBR19RMA50B4	POLARIS RANGER 500	1	\$14,880.00	\$14,880.00 T
-	POBR19RME57D7	POLARIS RANGER 570HD	1	\$18,380.00	\$18,380.00 T
HI RAY PLEASE SEE QUOTE FOR THE TWO RANGERS .					
THE RANGER 500 COMES WITH \$500 FREE ACCESSORIES					
THE RANGER 570 COMES WITH \$1000 FREE ACCESSORIES					
THIS ENDS ON THE 30/6/22 IF YOU ANY MORE INFO PLEASE GIVE US A CALL					
REGARDS R&M					

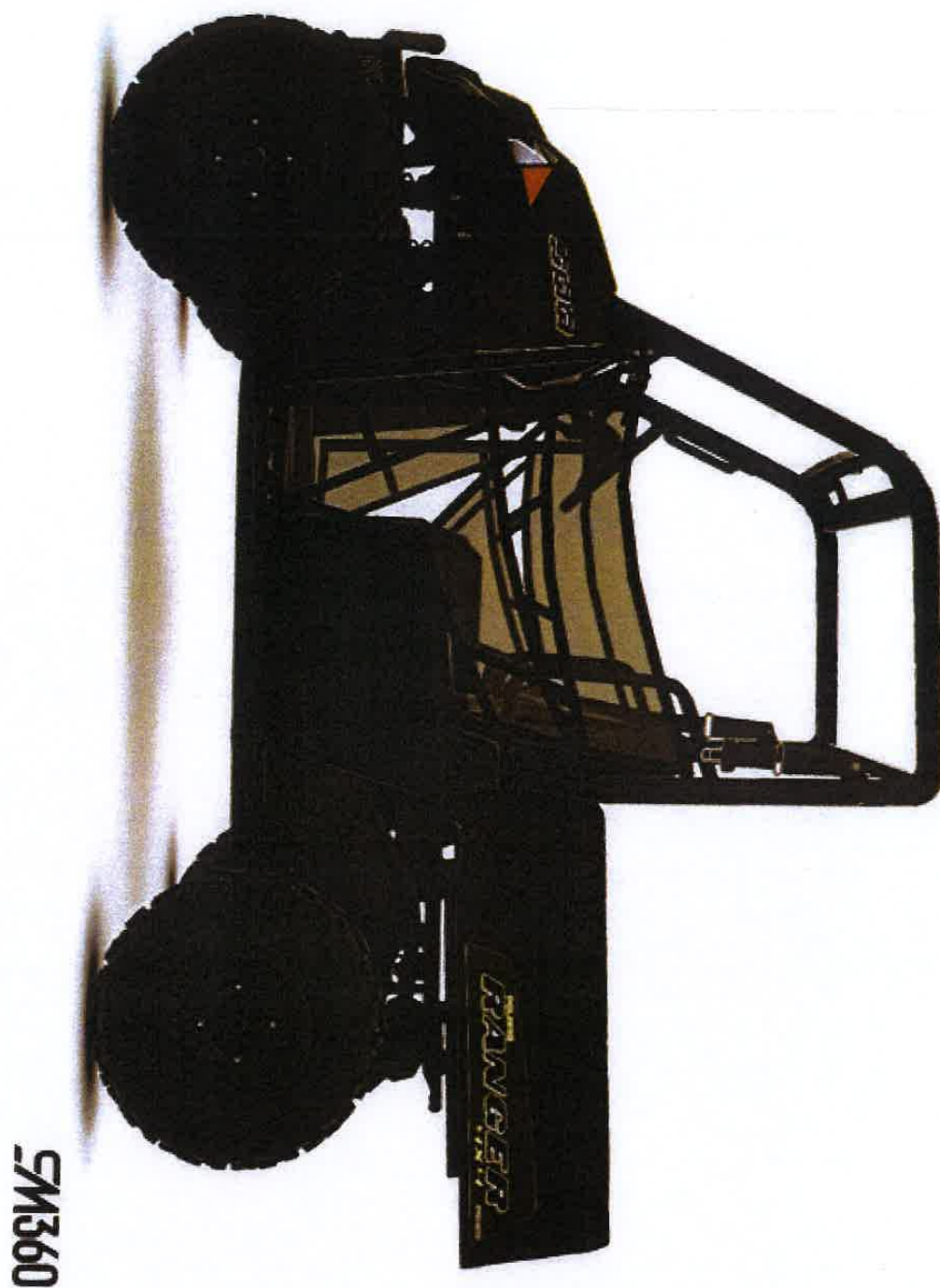
Banking Details: BSB: 015901 Account No: 3932 95144
www.polarisindustries.com.au OR www.motorcycles.honda.com.au



Sam was pleased to serve you.

Sub-Total Ex GST	\$30,236.36
GST Content	\$3,023.64
TOTAL Inc GST	\$33,260.00

Quote



5M360

5/31/22, 9:26 AM

Polaris Australia:Ranger 570 HD

POLARIS

[FIND A DEALER \(/FIND-A-DEALER/MAP-VIEW/\)](#)

[VEHICLES](#)

[ACCESSORIES & APPAREL](#)

[CONTACT A DEALER \(/CONTACT-US/\)](#)

[SPECIAL OFFERS \(/SPECIAL-OFFERT/\)](#)

[VIDEOS \(/VIDEOS/\)](#)

ADC

MLP From \$18,380

[om/en-au/build-color/?selectedmodel=2-seat&CatalogContent](#)

[Contact us\(/contact-us/\)](#)

[Get a quote\(/get-a-quote\)](#)



TRIM & COLOUR OPTIONS

[SCROLL TO TOP](#)

RANGER 570 HD EP



<https://www.polarisaustralia.com/atv-ranger/ranger-570-hd/>

**Elders Rural Services Australia Limited**

1 Smith Street
PO BOX 2131, ALICE SPRINGS NT 0870
ABN: 72 004 045 121

Telephone: 08 8958 8800

Facsimile: 08 8958 8888

Website: www.elders.com.au

Farm Supplies Quotation

Client Name: BARKLY REGIONAL COUNCIL

Date: 3/04/2023

Address: Attn: Annette

Quote No: JMH-284

Email: annettee.kingston@barkly.nt.gov.au

QTY	Description	P/Unit \$ ex GST	GST	Total
1	2023 RANGER DIESEL HD EPS ADC SAGE GREEN	\$ 29,086.36	\$ 2,908.64	\$ 31,995.00
	Model #: R23RRED4DA			
1	POLY SPORT ROOF (2882911)	\$ 681.82	\$ 68.18	\$ 750.00
1	FRONT POLY HALF DOORS (2882559)	\$ 2,872.73	\$ 287.27	\$ 3,160.00
1	TOW HITCH (28755320)	\$ 72.73	\$ 7.27	\$ 80.00
1	TOW BALL 50MM (TB501)	\$ 45.45	\$ 4.55	\$ 50.00
	WINDSCREEN OPTIONS			
1	POLY WINDSCREEN (2883300)	\$ 881.82	\$ 88.18	\$ 970.00
1	GLASS FIXED WINDSHIELD	\$ 1,200.00	\$ 120.00	\$ 1,320.00
1	\$750 Free Accessories	-\$ 681.82	-\$ 68.18	-\$ 750.00
	All pricing ex Elders Alice Springs			
Freight has been included above		Total Exc GST		\$34,159.09
		Total GST	\$3,415.91	
		Total \$ Inc. GST		\$37,575.00

Quote valid for 30 days

For Elders:

Direct Phone: 08 8958 8807

Mobile: 0436 377 185

Email: justin.hauff@elders.com.au

This is a proposal, not a contract and is for materials listed. All materials to be charged for on the quantity actually supplied at prices ruling at time of delivery. This list has been prepared as a service, but no responsibility can be accepted for any omissions, unders or overs. These will be charged for as extra or deducted as the case may be.

Elders Rural Services Australia Limited - Registered Office 80 Grenfell Street, Adelaide SA 5000 ABN 72 004 045 121







GENERAL BUSINESS

ITEM NUMBER 7.5
TITLE Playground Quotes
REFERENCE 380276
AUTHOR Grant Hanson, ICT Coordinator

RECOMMENDATION

That the Authority

- a) Receive and note the report
- b) Accept / Decline the attached quotes in their entirety
- c) Decide which of the quotes to accept / decline

SUMMARY:

This report asks the local authority to consider the purchase of playground equipment, using the quotations attached.

BACKGROUND

NIL

ISSUE/OPTIONS/CONSEQUENCES

NIL

CONSULTATION & TIMING

NIL

ATTACHMENTS:

- 1 [↓](#) Best picks Dec Meeting.pdf
- 2 [↓](#) Hardy Landscaping - Playground Equipment.pdf



1300 132 047



Cost:
\$2,504.70

R-0033
Football Rocker

Complies with AS4685.1-6 2014

Softfall Requirement: Area – 9.7sqm

Perimeter – 11m

Free Height of Fall – 0.5m

Equipment Dimensions:

L 0.6m x W 0.4m H 0.88m

Age Group: 2+ Years

Products Materials:

-UV Stable Post Consumer Recycled HDPE

-Hot Dipped Galvanised Frame & Footing

-European Designed Play Spring

-Rubbish Grab Handles



R-0032
Accessible Rocker

Compliance: AS4685. 1-6 2014

Softfall Requirement: Area: 10sqm

Perimeter: 11.2m

Free Height of Fall: 0.5m

Equipment Dimensions:

L 0.61m x W 0.4m x H 0.95m

Fallzone Dimensions:

L 3.47m x W 3.36m

Age Group

2+ Years

Materials:

-UV Stable Post Consumer Recycled HDPE

-Hot Dipped Galvanised Frame & Footing

- European Designed Play Spring

-Stainless Steel Fasteners

Cost: \$2,504.70



Complies with AS4685. 1-6 2014

Softfall Requirement: Area – 9sqm

Perimeter – 10.6m

Free Height of Fall – 1m

Equipment Dimensions:

L 0.4m x W 0.4m x H 1.67m

Age Group: 2+ Years

Product Materials:

- UV Stable Post Consumer Recycled HDPE
- Powder Coated Marine Grade Aluminium
- Stainless Steel Fasteners
- Powder Coated 304 Stainless Steel
- Hot Dipped Galvanised Footing



Compliance: AS4685. 1-6 2014

Softfall Requirement: Area: 10sqm

Perimeter: 11.2m Free Height of Fall: 0.5m

Equipment Dimensions: L x 0.61m W 0.4m x H 0.95m

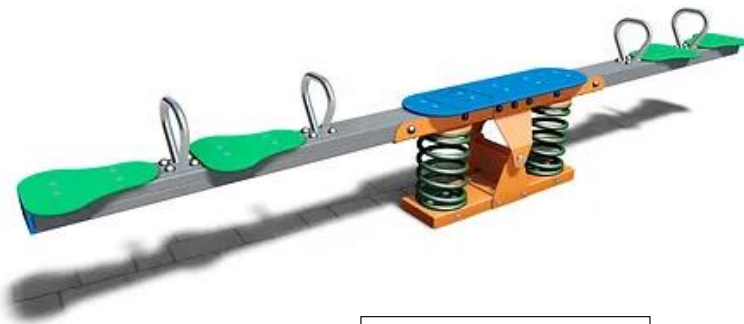
Fallzone Dimensions: L 3.47m x W 3.36

Age Group: 2+ years

Product Materials:

- UV Stable Post Consumer Recycled HDPE
- Powder Coated Marine Grade Aluminium
- Stainless Steel Fasteners
- Roto Moulded Plastic

Cost: \$5,182.70



Cost: \$6,551.45

R-0031 4 Seat Double Rocker

Compliance: AS4685. 1-6 2014

Softfall Requirement: Area – 11sqm

Perimeter – 13.2m

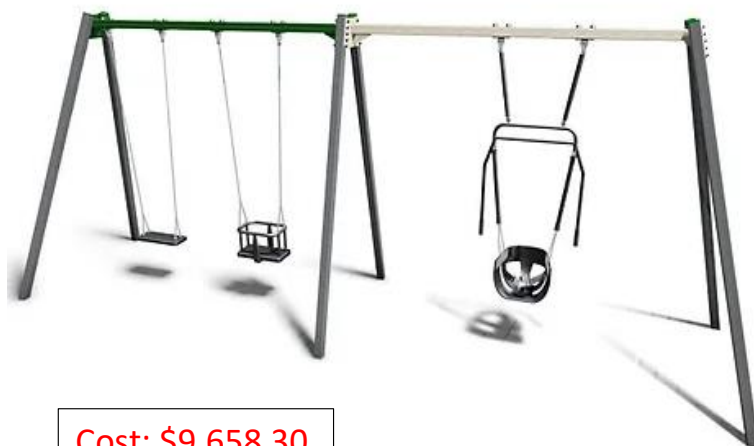
Free Height of Fall: 0.5m

L 3.3m x W 2.28m

Age Group: 3+ Years

Materials:

- UV Stable Post Consumer Recycled HDPE
- Powder Coated Marine Grade Aluminium
- European Designed Play Spring
- Stainless Steel Fasteners
- Stainless Steel Handles



Cost: \$9,658.30

SW-007 2 Bay Inclusive Swing

Complies with AS4685. 1-6 2014

Softfall Requirement:

Area – 45.6sqm

Perimeter – 27.2m

Free Height of Fall – 1.3m

Equipment Dimensions:

L 1.53m x W 5.97m H 2.35m

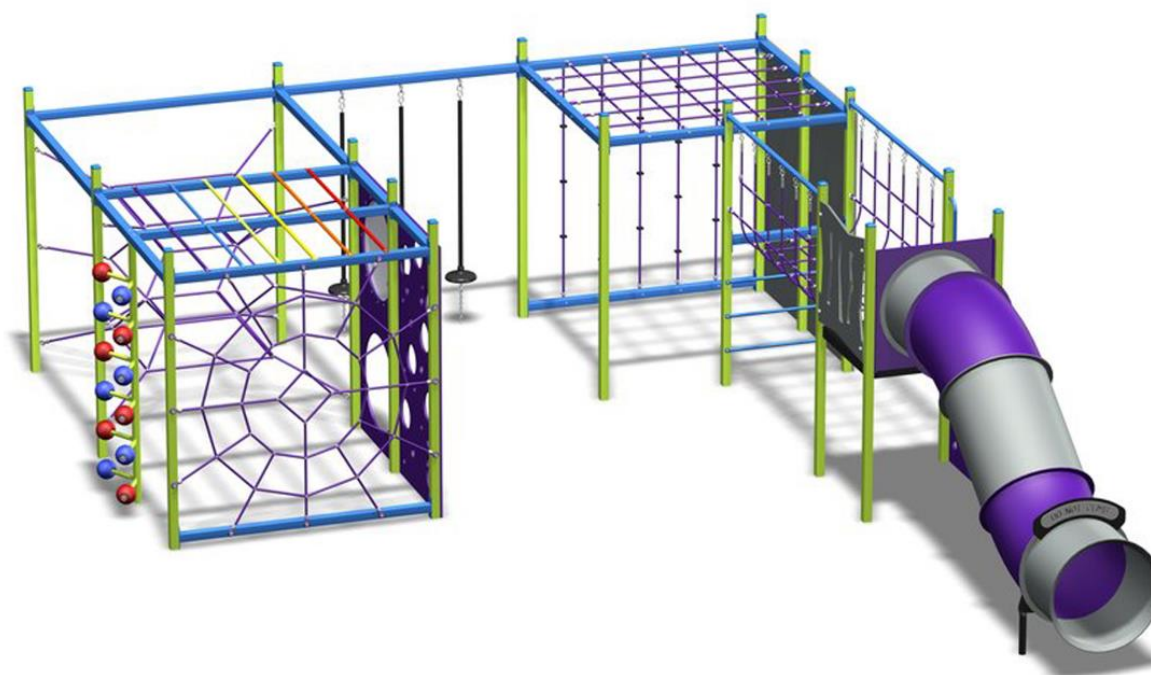
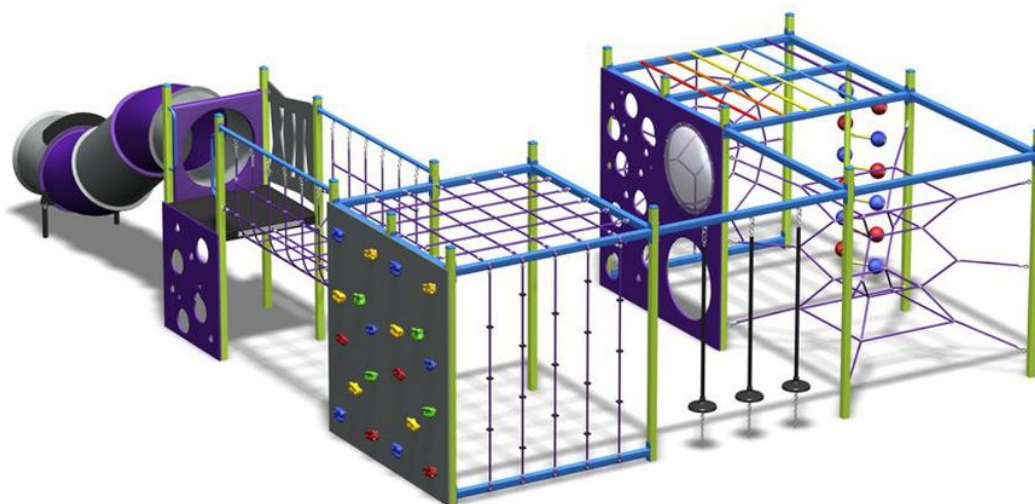
Age Group: 3 – 13 Years

Product Materials:

- UV Stable Post Consumer Recycled HDPE
- Powder Coated Marine Grade Aluminium
- Aluminium Reinforced Rubber Seats
- Stainless Steel Fasteners
- Stainless Steel Swing Chains
- Stainless Steel Swing Hangers



0408 083 383

ACTIVITY BOX 108

AREA: 129.00 m2

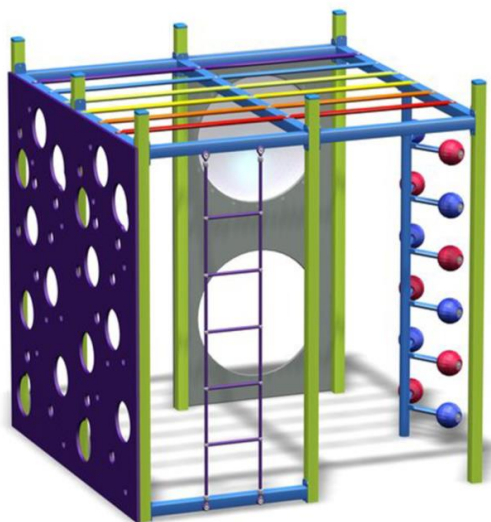
HEIGHT: 2.20 m

Activities: 15+

AGE GROUP: 5+ years **Product Code: 108**

Thursday 17th November 2022 Emailed enquiry for cost & freight, will send next week with the following costings.

ACTIVITY BOX 102



Product Code: 102

Activities: 5+

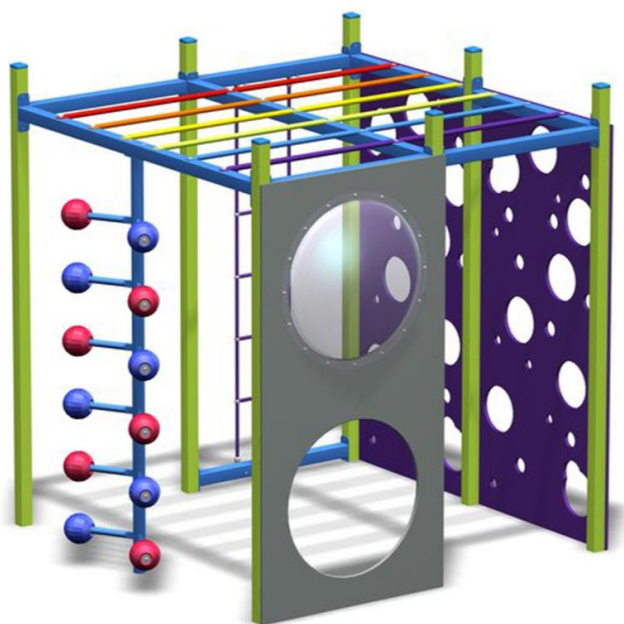
AREA: 42.50 m²

HEIGHT: 2.20 m

AGE GROUP: 5+ years

Emailed enquiry for cost and freight on
Thursday 17/11/2022.

Quick phone response from Ed Harvey,



ROTA ROCKER



Product Code: 8030565

Summary: Rota Roka offers a wider range of motion, from spinning to rocking.

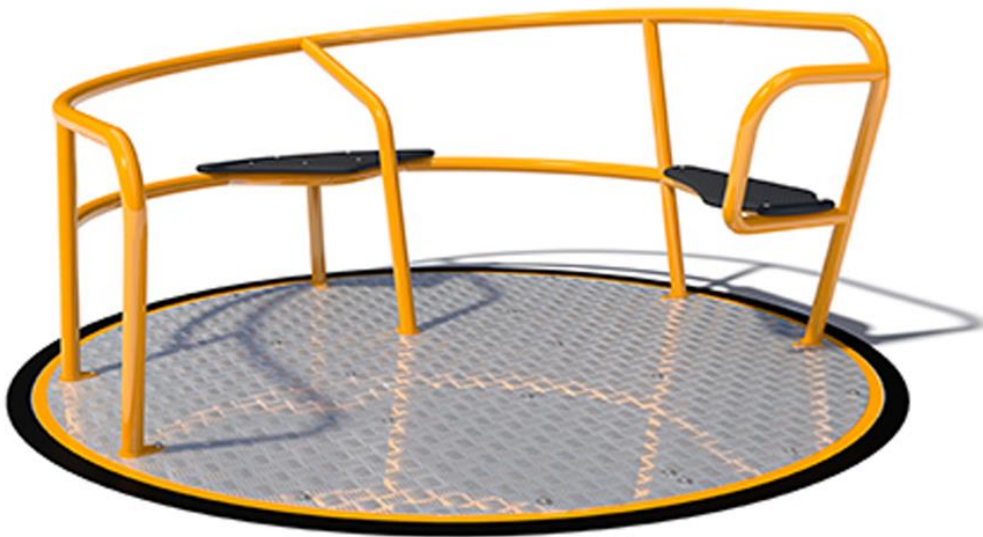
Area: 23.00 m2

Height: 0.80m

Age Group: 3 – 12 years

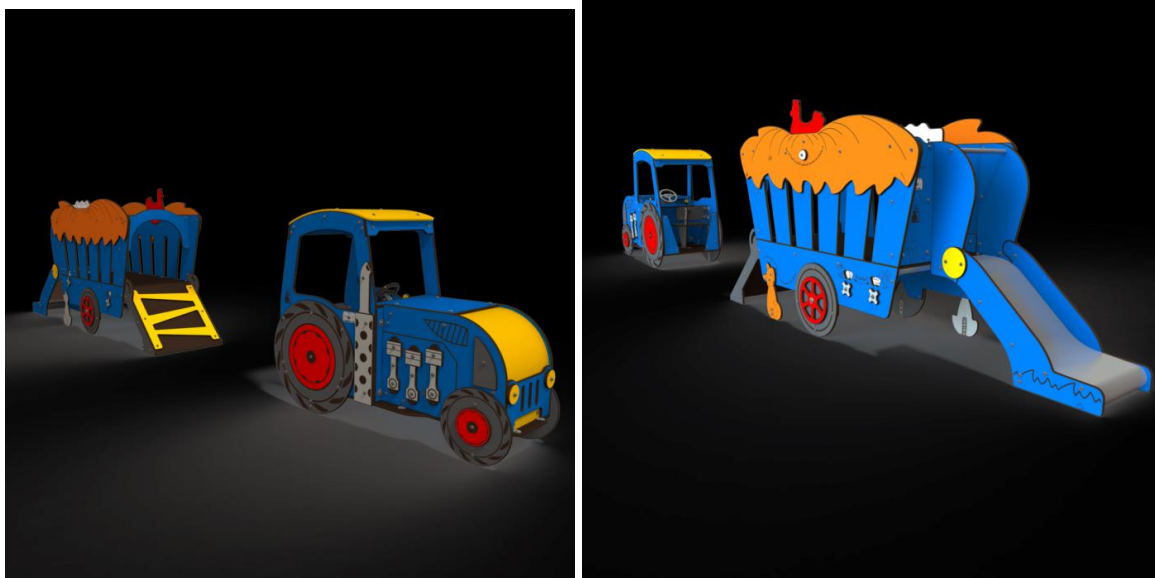
Enquiry email sent: Thursday 17th November 2022

SPINMEE



Product Code: 8050381. Summary: Encourages social interaction and helps young children develop communication skills. **Area:** 30.00m2 **Height:** 1.00m **Age Group:** 5+ years

Sent email Enquiry on Thursday 17th November 2022. (Reply: same as above)

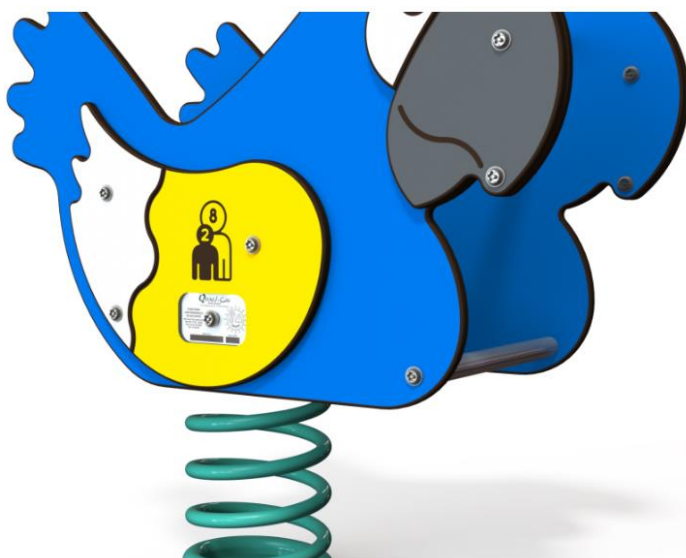
CV-010

Product Code: CV -010

Summary: 17+. 18 International Unit

Area: 32.00 m2 **Height:** 1.30 m **Age Group:** 1-6 years

Sent email Enquiry on Thursday 17th November 2022. (Reply: same as above)

RE-281

Product Code: RE-281

Summary: Activities: 2, Users: 1
International Unit

Area: 7.00 m2

Height: 0.60 m

Age Group: 1 – 6 Years

Sent email Enquiry on Thursday
17th November 2022. (Reply: same
as above)

ROCKWALL TOWER



Product Code: CLMP 2040

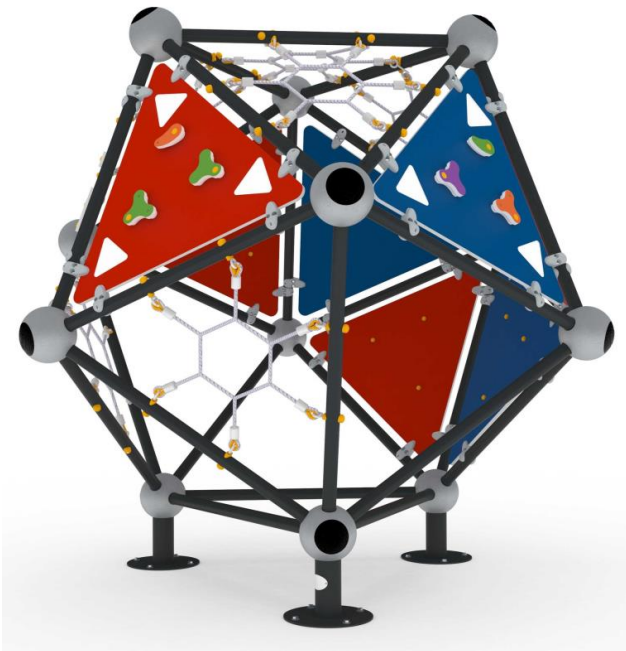
Summary: Challenging climbing unit that encourages interaction and inclusive play

Area: 60.00m²

Height: 2.20 m

Age Group: 5+ years

Sent email Enquiry on Thursday 17th November 2022. (Reply: same as above)



AGMS 44

Product Code: AGMS44

Summary: Climbing unit

Area: 36.00 m²

Height: 2.00 m

Age Group: 7+ years

Sent email Enquiry on Friday 18th November 2022. (Reply: same as above)



AGMS 45

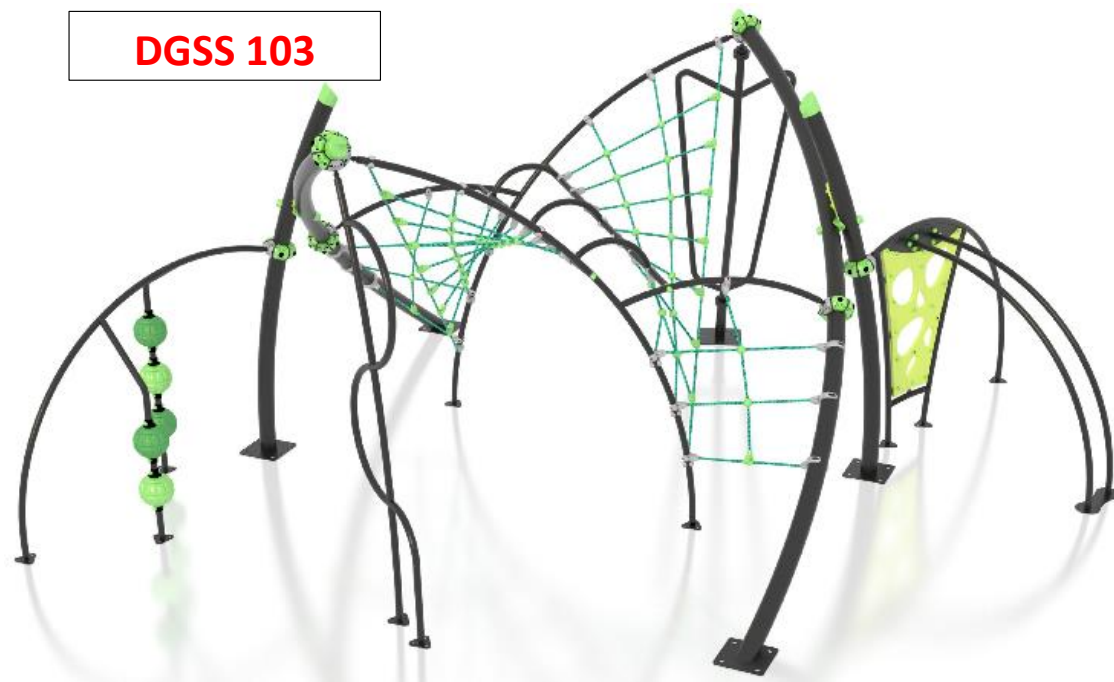
Summary: Climbing Unit

Area: 77.00 m2

Height: 2.00 m

Age Group: 7+ years

Sent email Enquiry on Friday 18th
November 2022. (Reply: same as
above)



DGSS 103

Product Code: DGSS 103

Summary: International Unit

Sent email Enquiry on Friday 18th November 2022.
(Reply: same as above)

Area: 100.00 m2

Height: 3.00 m

Age Group: 7+ years



COCONUT TRAVERSE

Product Code: KLNP CN – 1000

Summary: Rope Play

Area: 18.00 m2

Height: 1.50 m

Age Group: 5+ years

Sent email Enquiry on Friday 18th November 2022. (Reply: same as above)



COCONUT WIGGLE

Product Code: KLNP CN-1001

Summary: Rope Play

Area: 28.00 m2

Height: 2.30 m

Age Group: 5+ years

Sent email Enquiry on Friday 18th November 2022. (Reply: same as above)

GENERAL BUSINESS

ITEM NUMBER 7.6
TITLE Skip Bin Quotes
REFERENCE 380286
AUTHOR Grant Hanson, ICT Coordinator

RECOMMENDATION

That the Authority

- a) **Receive and note the report**

SUMMARY:

This report contains a proposal for the purchase of skip bins

BACKGROUND

<<Enter Text>>

ISSUE/OPTIONS/CONSEQUENCES

<<Enter Text>>

CONSULTATION & TIMING

<<Enter Text>>

ATTACHMENTS:

1 [↓](#) Skip Bins Quote.pdf

MHA PRODUCTS

Attn: Ray Hocking
Barkly Regional Council
Quote Reference No. 133269
June 2, 2022

Vendor #

Quotation Prepared By: Harvey Mackenzie

MATERIALS HANDLING & STORAGE EQUIPMENT

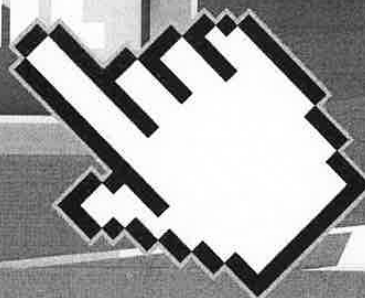
www.mhaproducts.com.au

FREECALL 1800 750 900

Medical | Industrial | Commercial | Construction

view our range online

CLICK HERE



www.mhaproducts.com.au



Quotation 133269

Quotation Prepared By: Harvey Mackenzie

Quote To:

Ray Hocking
Barkly Regional Council
1 Bray Street
ELLIOTT
NT
0862

MHA Products

ABN: 38 368 064 476

Head Office Postal Address

PO Box 2157 North Parramatta NSW 1750

Sydney

Tel: (02) 8865 1800

Fax: (02) 8865 1830

Melbourne

Tel: (03) 9115 9100

Fax: (03) 9115 9150

Brisbane

Tel: (07) 3558 9700

Fax: (07) 3558 9750

Email: sales@mhaproducts.com.au

Web: www.mhaproducts.com.au

Quote Number	Date	Vendor #	Terms
133269	02.06.2022	N/A	30 Days EOM

Code	Description	Qty	Unit Price.	Ext. Price
WB2921	Hot Dipped Galvanised Self Dumping Bin - 1250 Litre <ul style="list-style-type: none"> • These large self dumping tipping bins are suitable for any waste and rubbish application • Heavy duty construction with self dumping ability • Bin can be emptied without the operator leaving the drivers seat • Supplied with 4 crane lugs (top) and 2 upending lugs (underneath) • Drain plug fitted as standard - 18.5mm (M20) • Optional wheels available • Finish: Hot Dipped Galvanised • Fork Pocket Size: 185x75mm • Fork Pocket Centres: 680mm • Dimensions: 1310x1570x1010mm (WxLxH) • Safe Working Load: 1500kg • Unit weight: 188kg 	3.0	\$1,620.00	\$4,860.00
WB29K	Self Dumping Bin Castor kit	3.0	\$269.00	\$807.00
FREIGHT	Freight Charge Delivered to: Barkly Regional Council 1 Bray Street ELLIOTT NT 0862	1.0	\$1,950.00	\$1,950.00



Quote continued on Page 3

Quote Ref No. 133269 All prices exclude GST 02.12.2022

Page 2 of 4



Quotation 133269

Quotation Prepared By: Harvey Mackenzie

Quote To:

Ray Hocking
Barkly Regional Council
1 Bray Street
ELLIOTT
NT
0862

MHA Products

ABN: 38 368 064 476

Head Office Postal Address

PO Box 2157 North Parramatta NSW 1750

Sydney

Tel: (02) 8865 1800

Fax: (02) 8865 1830

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Tel: (07) 3558 9700

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Email: sales@mhaproducts.com.au

Web: www.mhaproducts.com.au

Quote Number	Date	Vendor #	Terms
133269	02.06.2022	N/A	30 Days EOM

Code	Description	Qty	Unit Price.	Ext. Price
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Payment Options

- 30 Day Account
- Direct Deposit
- Visa, Mastercard or Amex

Bank Account Details

Bank: Westpac
BSB: 032 080
Account#: 432546

SubTotal \$7,617.00

Freight

GST \$761.70

Total Incl GST \$8,378.70

Thank you for your enquiry and we look forward to servicing you with your requirements

GENERAL TERMS AND CONDITIONS

1. SELLER means MHA PRODUCTS ABN 38 368 064 476 and BUYER means the Buyer whose order for the purchase of goods is accepted by Seller.
2. ACCEPTANCE OF BUYER'S ORDER: These terms and conditions shall apply to every sales contract and sale of goods between Seller and Buyer; any terms and conditions of Buyer's order deviating from or inconsistent with these Terms are expressly rejected by Seller. This rejection also extends to any statements by Buyer that Buyer's terms and conditions shall prevail and to any stipulation by Buyer as to the manner of declaring such rejection. A contract shall only be or be deemed to have been entered into between Seller and Buyer for the supply of goods when, upon an order having been placed upon Seller for goods, that order has been accepted by Seller. (Such acceptance of order may be made and communicated by Seller in writing or by overt act of acceptance.) The provisions of this clause 2 shall apply to every quotation or offer by Seller for the supply of goods.
3. PRICES: All prices are listed in our quotations and product catalogue exclude 10% GST. Prices listed and/or quoted are subject to change or alteration without notice. Quotations are to be treated as estimates only and subject to withdrawal, correction or alteration at any time before acceptance of Buyer's order by Seller.
4. PRICE BEAT GUARANTEE: If the buyer happens to find a lower price on any of the seller's products, the seller agrees to better that price by 10%. The buyer must first provide written proof by sending the seller a current quotation, invoice or advertisement which displays the lower price. Products must be the same as advertised by the seller. The seller reserves the right not to supply an order.
5. INSURANCE: Buyer is responsible to effect whatever insurance cover he requires at his expense.
6. PRODUCTS: Products pictured in our product catalogue or on our quotations are to be used as a guide only. Products may be substituted for as close as possible equivalent if they become unavailable.
6. FREIGHT PRICES: Freight prices will be charged according to order size and bulk. Check our website for further details and prices. Extra freight charges will apply for bulky, large or long items however we will confirm this with you prior to processing your order. Freight charges to regional and all other areas will be quoted prior or upon receipt of your order.
8. PAYMENTS: Payments can be made via credit card or direct deposit. If the Seller shall extend credit to Buyer, payment for all goods sold will be within thirty (30) days from the last day of the month in which each delivery was made. Interest shall be payable by Buyer on all amounts overdue to Seller at the rate of two (2) per centum per month. Buyer is liable for all expenses incurred by Seller in recovering the debt.
9. CANCELLATION: Orders accepted by the Seller cannot be countermanded or delivery deferred or goods returned except with the written consent of Seller and upon terms that reimburse and indemnify Seller against all loss including cartage, bank charges and other incidental expenses on any part of the order that is cancelled. Where Seller agrees to accept goods for return a re-stocking charge of 20% may apply of the price of the goods returned.
10. ACCEPTANCE OF CLAIMS: Acceptance of the goods delivered shall be deemed for all purposes to have taken place at the expiration of seven (7) days from the date of each delivery.
11. DELIVERY AND RISK: Unless the Buyer has requested Seller to make special delivery arrangements the risk in respect of the goods shall pass to the Buyer upon delivery to the Buyer's premises or the nominated carrier's depot. The Buyer shall provide or cause to be provided full and clear access for delivery and will at its own expense provide all necessary assistance in unloading the goods at the nominated place of delivery. Seller will not in any circumstances accept liability for damage, shortage or loss during transit. If delivery of the goods by Seller is delayed for a cause other than its own negligence the Buyer shall be liable for extra charges, losses or expenses incurred by Seller and the Buyer shall not be entitled to cancel the order by reason thereof.
12. SPECIAL ORDERS: Buyer will place order in writing to Seller for non-standard and customised items. Seller will not accept return of these items unless the manufacturer agrees to accept return from Seller. Seller may deduct transport handling and restocking charges of 20% of the price of the goods from the credit due to Buyer.
13. RISK AND PROPERTY: The risk in the goods or services sold shall pass to Buyer at the point of delivery. This shall also apply to any partial delivery of goods. If delivery of goods is delayed due to any circumstances beyond the control of Seller the risk passes to Buyer on the day regarded as date of delivery. The Seller accepts no responsibility for the misuse or improper use of goods or products supplied. The Buyer accepts the full responsibility for any damage or injury either to property or persons caused by the products or services supplied by the Seller.
14. PERSONAL PROPERTIES SECURITIES ACT 2009 (PPSA): The Buyer hereby acknowledges that these Terms and Conditions of Trade constitute a security agreement which creates a security interest in favour of the Seller in all Goods previously supplied by the Seller to the Buyer (if any) and all after acquired Goods supplied by the Seller to the Buyer (or for the Buyer's account) to secure the payment from time to time and at a time, including future advances. The Buyer agrees to grant a "Purchase Money Security Interest" to the Seller. The Buyer acknowledges and agrees that by assenting to these terms the Buyer grants a security interest (by virtue of the retention of title clause in these Terms and Conditions of Trade) to the Seller and all Goods previously supplied by the Seller to the Buyer (or for the Buyer's account) and these terms shall apply notwithstanding anything express or implied to the contrary contained in the Buyer's purchase order. The Buyer undertakes to:
 - (i) sign any further documents and/or provide any further information (which information the Buyer warrants to be complete, accurate and up-to-date in all respects) which the Seller may reasonably require to enable registration of a financing statement or financing change statement on the Personal Property Securities Register ("PPSR");
 - (ii) not register a financing change statement of the PPSA or make a demand to alter the financing statement pursuant to the PPSA in respect of the Goods without the prior written consent of the Seller;
 - (iii) give the Seller not less than 14 days written notice of any proposed change in the Buyer's name and/or any other changes in the Buyer's details (including but not limited to changes in the Buyer's address, facsimile number, email address, trading name or business practice);
 - (iv) pay all costs incurred by the Seller in registering and maintaining a financing statement (including registering a financing change statement) on the PPSR and/or enforcing or attempting to enforce the security interest created by these Terms and Conditions of Trade including executing subordination agreements;
 - (v) be responsible for the full costs incurred by the Seller (including actual legal fees and disbursements on a solicitor and client basis) in obtaining an order pursuant to section 182 of the PPSA; and the Buyer waives any rights it may have under sections 115 of the PPSA upon enforcement. Pursuant to section 157 of the PPSA, unless otherwise agreed to in writing by the Seller, the Buyer waives the right to receive the verification statement in respect of any financing statement or financing change statement relating to the security interest. The Buyer agrees that immediately on request by the Seller the Buyer will procure from any persons considered by the Seller to be relevant to its security position such agreement and waivers as the Seller may at any time require.
15. DELIVERY TIME: Seller may deliver the goods by instalments or partial shipments and Buyer will accept each delivery. Requirements of Buyers shall not be a condition of or the essence of the sale. Seller shall be under no liability for direct or consequential loss or damage to Buyer arising from delay or postponement in delivery.
16. WARRANTY: Goods sold shall only have the benefit of a manufacturer's warranty if the purchaser has complied with the manufacturer's instructions in relation to maintenance and operation of the goods sold. Sellers liability in respect of a breach of a consumer guarantee for any goods not of a kind ordinarily acquired for personal, domestic or household use is limited to, to the extent permissible by law and at the Seller's option in relation to the goods:
 - (i) The replacement of the goods or the supply of an equivalent;
 - (ii) The repair of the goods;
 - (iii) The payment of the cost of replacing the goods or acquiring equivalent goods, or the payment for the cost of having the goods repaired. The exemption, limitations, terms and conditions in these Terms apply whether or not the loss or damage is caused by negligence or actions constituting fundamental breach of contract. The Seller is not otherwise liable for any direct, indirect or consequential loss or damage howsoever arising or occurring, whether founded in tort, contract, statute or otherwise. Goods returned by Buyer to Seller for repair will be free of all charges to Seller and at Buyer's risk.
17. NO IMPLIED SERVICE: The Buyer acknowledges that excepting as provided by law this agreement does not entitle the Buyer to demand to receive from us any site inspection or service of the goods supplied, delivered and installed if applicable. If the Buyer does require our services in respect of site inspection and service of the goods, the subject of this agreement, then the Buyer should arrange with us to enter a separate agreement in respect of same. In the event that no separate agreement in relation to site inspection and service is required by the Buyer, then the Buyer acknowledges that in the event of the goods supplied required to be serviced or inspected due to breakdown or otherwise, then the Buyer shall rely solely on any benefit in respect of same provided by the manufacturer.
18. COUNCIL APPROVAL: Our products make no allowances for building or development application or Fees to Council or relevant approvals for use required by Council or Government Codes. Responsibility is solely on the Buyer for such approvals for goods and their installation or use.
19. CLERICAL ERRORS: Clerical errors in computations, typing or otherwise in our product catalogue or quotation shall be subject to correction. Errors and omissions excepted.
20. MODIFICATIONS: All modifications and amendments to these Terms and Conditions shall be in writing and if otherwise shall not be binding upon Seller.
21. If any of the provisions of the Contract are unlawful or invalid by reason of any applicable statute or rule of Law, then such provision shall be severed from the rest of this Contract which shall remain valid and binding on the parties

Freecall: 1800 750 900

Postal Address: PO Box 2157 North Parramatta NSW 1750

MHA
PRODUCTS