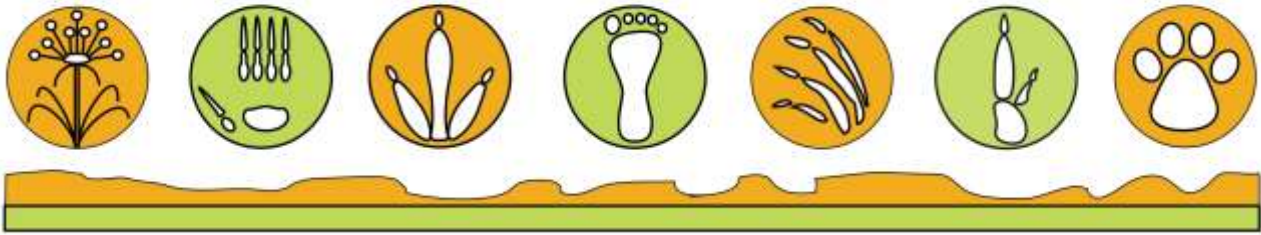


BARKLY REGIONAL COUNCIL



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.

AGENDA

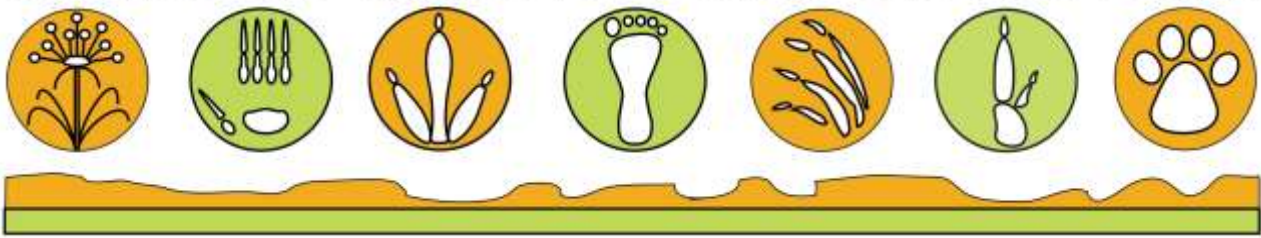
ELLIOTT LOCAL AUTHORITY MEETING

THURSDAY, 11 AUGUST 2022

Barkly Regional Council's Elliott Local Authority will be held in Elliott Council Office - Conference Room on Thursday, 11 August 2022 at 10:30am.

Emma Bradbury
Chief Executive Officer

BARKLY REGIONAL COUNCIL



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

WELCOME TO COUNTRY

I respectfully acknowledge the traditional owners past and present of this land on which we are meeting, the Jingali/Mudburra people.

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.....	4
3	ACTIONS FROM PREVIOUS MINUTES	
3.1	Action Items from Previous Minutes	5
4	CHIEF EXECUTIVE OFFICER REPORTS	
4.1	June CEO Report	6
5	FINANCE	
5.1	Monthly Finance Report	9
6	AREA MANAGERS REPORT	
	<i>Nil</i>	
7	GENERAL BUSINESS	
7.1	Barkly Regional Deal Update	11
7.2	Area Managers Report	12
7.3	Forklift Quotes	21
7.4	Skip Bins.....	27
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	
13.1	Confirmation of next meeting date.....	32
14	CLOSE OF MEETING	

CONFIRMATION OF PREVIOUS MINUTES

ITEM NUMBER 2.1
TITLE Confirmation of Previous Minutes
REFERENCE 373212
AUTHOR Makhaim Brandon, Administration Officer

RECOMMENDATION

That the Authority

- a) Receive and note the minutes of the 20th January 2022 as a true and accurate record.

SUMMARY:

BACKGROUND

ISSUE/OPTIONS/CONSEQUENCES

CONSULTATION & TIMING

ATTACHMENTS:

ACTIONS FROM PREVIOUS MINUTES

ITEM NUMBER 3.1
TITLE Action Items from Previous Minutes
REFERENCE 373211
AUTHOR Makhaim Brandon, Administration Officer

RECOMMENDATION

That the Authority

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

SUMMARY:

BACKGROUND

ISSUE/OPTIONS/CONSEQUENCES

CONSULTATION & TIMING

ATTACHMENTS:

CHIEF EXECUTIVE OFFICER REPORTS

ITEM NUMBER	4.1
TITLE	June CEO Report
REFERENCE	373213
AUTHOR	Troy Koch, Area Manager - Alpururulam

RECOMMENDATION**That Council**

- a) Receive and note the *Operations Director's* report

SUMMARY:

This report addresses activities within Operations Directorate for June 2022.

BACKGROUND**June 2022 Operations Director Report****Summary:**

Our Communities have had the exclusion zones lifted so we can now travel to our communities I have been very busy covering the Depot Manager position as well as fulfilling my own role, recruitment for this position continues until we find a suitable applicant.

Local Authority:

No Local Authority Meetings this month.

The Communities:**Elliott:**

With the onset of colder weather down south, Elliott has experienced a high number of travellers both passing through town, and attempting to set up camp in any area they deem suitable, including the park, next to the clinic and at the airstrip. The service road outside of the Puma is regularly blocked and traffic management there is extremely difficult.

Elliott has hosted a high number of stakeholder visits throughout June including Catholic Care, Sun Cable and Balanced Choice who via their principal Adam Drake engaged the youth very successfully and it is hoped that funding for further visits may be found.

Elliott also held the Barkly Regional Co-ordination Meeting which saw numerous senior government officials, agencies and the BRC CEO Emma Bradbury come together not only for their regular meeting but take a look around our community.

The following week the BRC CEO again arrived to engage the community through the Barkly Regional Deal Governance Table meeting. This was well attended by community and hopefully some great initiative's for Elliott were presented.

Ali Curung:

This report period confirmed winter has arrived with a noticeable drop in temperatures, we also had a period of heavy rainfall which resulted in airstrip closing for 5 days.

Federal Election early voting for community was conducted on 10th May 2022. NT Covid-19 Health Emergency declaration ceased 15th June 2022 which meant community no longer is an exclusion zone. A special LA meeting was held to approve expenditure of LA Funds that needed to be committed before EOFY.

CLC held a few meetings in reference to water rights for Singleton project and Lease money projects. Shine Lawyers visited to engage community about their Law suit claiming for Lost/Stolen wages.

NT Health & Anyinginyi Health visits to community for Covid-19 vaccinations, good to see vaccinated numbers on the rise.

Staff attendance has been low due to Royalty meetings, funerals, sick and personal leave. New staff member recruited into Municipal team with x2 vacancies still remaining.

Community Care received the addition of a 12 seater van to their vehicle fleet which will be used for client excursions.

YSR supported NASCA (Orange Shirts) visit to community and are working closely with other stakeholders in preparation of NAIDOC week celebrations in July. LA member Cynthia Smith was congratulated by Local Authority board and Community members for recently graduating as a police Aboriginal Liaison Officer.

Ali Curung have a Men's and Women's team in the local AFL competition,

Alpururulam:

Still some staffing attendance issues in Municipal. Staff permitting, there have been twice weekly garbage collections most weeks along with airstrip maintenance and grass cutting around the community. Interviews conducted for Municipal team – two applicants have been offered part-time positions. In service centre office, one applicant has been offered a part time position as customer service officer.

Director of Operations, Night Patrol, NDIS and IT staff have visited from head office. Night Patrol has conducted interviews and is progressing toward team appointments. Community Care has conducted one interview for a vacant part time position. YSR has also conducted interviews for casual positions. Central Desert Training has had two more weeks in the community for face to face staff training.

Stolen Wages team from Shine Lawyers have had to postpone visit – new date for visit to Alpururulam yet to be advised.

Covid Vax team continues periodic visits. Police have visited as well as various allied health personnel and other general contractors.

Several new demountable community housing dwellings are being installed so the community is busy with tradesmen and contractors.

Emperor Air conditioning visited to install replacement a/c units in BRC buildings.

Ampilatwatja:

This month we have been advertising for two Municipal officers and two Customer service officers due to several resignations and a staff member relocating to another program with Barkly Regional Council. There has been a lot of interest in the positions from the community and I have identified some strong candidate's, hopefully will have them interviewed this week and ready for a start date later this month or early July.

The works crew has been good with a positive attitude to cleaning up town they are getting close to having the curb side council areas throughout town clear of hard/General rubbish around town with the news that the new community bins will arrive in 4 to 6 weeks will help with the ground litter around town.

Work has started on preparing the oval area for the football carnival later this year works include re-doing the perimeter area repairs to fencing and seating and straightening of the goal posts.

With the sport and rec position vacant we have had ongoing problem with youth causing damage though out the community at night and with school holidays approaching at the end of the week this is an area of great concern.

Donkeys and horses are causing a considerable amount of damage around town and are constant nuisance knocking over community bins.

All in all the feedback from the community and stakeholders has been positive and with additional staff from new positions we are heading in the right direction.

Wutunugurra:

With Donna Eddie on leave, Ray Hocking has assumed the role for a few weeks.

We have been busy cleaning up the depot, checking vehicles and maintaining council services.

The office has been functioning well, as has Sport and Rec.

The road into Wutunugurra has had a grader over it in some sections, which has made the drive in a bit easier.

I spoke with the Epenarra station in order to have the fuel pumps re opened for a short period so that locals could fill up and get into Tennant Creek to meet their scheduled appointments and shop. I have also managed to obtain seven nominations for the Local Authority and hopefully this can be re-established shortly.

The Housing for Health mob (through Territory Families) have been out here doing plumbing and electrical repairs to community houses.

The crew have been kept very busy, and community are pleased with their efforts, and hope the carpentry crew will arrive soon.

TC Depot:

The Depot Team have been great over the last month keeping on top of the Municipal works in Tennant Creek and moral continues to be very good.

The works on the Prime Mover are progressing very well with the engine recently put back in the truck and the plumbing and electrical works have commenced. I expect that the truck will be on the road by the time of the next Council Meeting.

Recruitment continues for a new Depot Manager.

**ORGANISATIONAL RISK ASSESSMENT**

The Operations Directorate has had trouble filling key positions in Tennant Creek and in the communities, which may have an impact on council's service delivery in those areas.

BUDGET IMPLICATION

None for this report.

ISSUE/OPTIONS/CONSEQUENCES

As addressed in risk assessment.

CONSULTATION & TIMING

Nil.

ATTACHMENTS:

FINANCE

ITEM NUMBER 5.1
TITLE Monthly Finance Report
REFERENCE 349095
AUTHOR Makhaim Brandon, Administration Officer

RECOMMENDATION

That the Authority

- a) Receive and note the report.

SUMMARY:

BACKGROUND

ISSUE/OPTIONS/CONSEQUENCES

CONSULTATION & TIMING

ATTACHMENTS:

1 [1](#) 4140_001.pdf

Barkly Regional Council
Local Authority Allocation
Project: 405
30-Jun-21
Elliott

INCOME

LA Grants Received

Grants Received

INCOME TOTAL

Approved
Minutes

Expenditure Date

EXPENDITURE

LA Funding Expended

Aug-15 Hart Sport
Aug-15 Water Park
Feb-17 Anzac Day
Feb-18 Anzac Day
Apr-18 Elliott Entrance Signs
May-17 Elliott Main Park Refurb (BBQ, Public Toilet)
Jul-18 Bessie Bathern Plaque (Uncoated)
Repair Leak - Water Park
Oct-19 Shade Structure - Elliott Water Park
Aug-20 Marquee - Football Oval (3)
Dec-20 Shade Structure - ANZAC Site
Aug-20 BBQ, Lighting & Seating - Waterpark
LA Funding Committed
Aug-20 BBQ, Lighting & Seating - Waterpark
Dec-20 Shade Structure - ANZAC Site

EXPENDITURE TOTAL

Budget	Income and Expenditures						Total
	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022		
345,580.18	\$ 51,150.00	\$ 51,150.00	\$ 51,150.00	\$ 50,900.00	\$ 50,900.00	\$	345,580.18
345,580.18	\$ 51,150.00	\$ 51,150.00	\$ 51,150.00	\$ 50,900.00	\$ 50,900.00	\$	345,580.18
4,450.91						\$	4,450.91
87,500.00						\$	87,500.00
1,000.00						\$	1,000.00
1,000.00	\$ 1,000.00					\$	1,000.00
7,827.02	\$ 7,827.02					\$	7,827.02
64,154.68	\$ 15,875.41					\$	64,154.68
1,050.00	\$ 1,050.00					\$	1,050.00
1,205.75	\$ 1,205.75					\$	1,205.75
20,000.00	\$ 20,000.00					\$	20,000.00
7,472.73	\$ 4,191.82	\$ 3,280.91				\$	7,472.73
45,695.45		\$ 45,292.62	\$ 402.83			\$	45,695.45
2,454.54		\$ 2,454.54				\$	2,454.54
245.46		\$ 121.93	\$ 123.53			\$	245.46
4,570.35		\$ -	\$ 4,570.35			\$	4,570.35
248,626.89	\$ 51,150.00	\$ 51,150.00	\$ 5,096.71	\$ -	\$ -	\$	248,626.89
96,953.29	\$ -	\$ -	\$ 46,053.29	\$ 50,900.00	\$ 50,900.00	\$	96,953.29

GENERAL BUSINESS

ITEM NUMBER 7.1
TITLE Barkly Regional Deal Update
REFERENCE 373196
AUTHOR Makhaim Brandon, Operations Administration Officer

RECOMMENDATION

That the Authority

- a) Receive and note the update from the BRD team.

SUMMARY:

BACKGROUND

ISSUE/OPTIONS/CONSEQUENCES

CONSULTATION & TIMING

ATTACHMENTS:

GENERAL BUSINESS

ITEM NUMBER 7.2
TITLE Area Managers Report
REFERENCE 374463
AUTHOR Makhaim Brandon, Operations Administration Officer

RECOMMENDATION

That the Authority

- a) Receive and note the report.

SUMMARY:

BACKGROUND

ISSUE/OPTIONS/CONSEQUENCES

CONSULTATION & TIMING

ATTACHMENTS:

- 1 [↓](#) AREA MANAGER REPORT JUNE JULY 2022.pdf
- 2 [↓](#) Community Safety LA Report Elliott 16072022.pdf
- 3 [↓](#) ELLIOTT LA RESOLUTIONS 20.pdf



AREA MANAGER REPORT – Elliott

June – July 2022

VISITORS TO ELLIOTT:

- Phillips Earthmoving
- Chief Ministers Office & entourage
- Barkly Plumbing
- NLC
- Balanced Choice
- Territory Pest
- Catholic Care
- Sun Cable
- Dr. Maria Marriner
- Sun Cable
- Northern Interests representatives
- Barkly Vet

GENERAL:

- Municipal working hard to stay on top of grass cutting
- Repairs to parking area between Puma and Council Office
- Metal Recyclers remove all cars from rubbish dump
- DIPL response on quote to maintain nature strip between highway and service road was to ask for fortnightly maintenance only
- Barkly Vet report as attached

HIGHLIGHTS:

- Replacement of broken air conditioners, servicing of all other air cons by Emperor Air Con
- New staff at Sports and Rec, Safe house
- Successful NAIDOC week celebrations
- NT Tourism consultation about proposed Newcastle Waters caravan park
- Northern Interests consultation regarding hotel upgrade
- Dr. Maria Marriner community consultation regarding Stronger Futures Alcohol Management for Wilyuku and Gurungu

Elliott Area Manager Report : June - July 2022

**ISSUES:**

- Travelers parking & camping indiscriminately has continued, leaving large clean up
- Illegal entry into waste facility continues
- Rubbish collection impacted by breakdowns
- Highway street light falling across highway
- Septic truck out of action for unspecified period.

Community Plan Work***Municipal***

- Continue cleaning township after grey nomads
- Grass cutting continues to be a major works effort
- Waste facility clean up
- Maintenance of football oval



Elliott Area Manager Report : June - July 2022



Elliott Area Manager Report : June - July 2022



Elliott Area Manager Report : June - July 2022



ADMINISTRATION	Centrelink open contracted hours
DEPOT	Work continuing throughout community
SPORT & REC	Hours affected by the advent of COVID in community. Wade and team have been doing food drops
AGED CARE	Aged Care operating consistently
NIGHT PATROL	Operating hours inconsistent due staff resignations and staff unavailabilities. Recruitment commenced
AREA MANAGERS TRAVEL	NIL
SAFE HOUSE	Team Leader has resigned
WATERPARK	Unable to open during COVID outbreak
LIBRARY	STILL CLOSED

OTHER.***Community in kind Support***

Mowing of clinic & FERG over holiday break



Community Safety LA Report Elliott – 21th July 2022

Staff Members: Team Leader: Lora Jackson
Night Patrol Officers: 3 x current Positions

Hours of Operation: Monday to Friday 5pm – 10pm

Operational Brief:

Community Safety has recently recruited Lora Jackson whom has taken on the team leaders role... We now have 4 staff, 2 vehicles in operations and will strive to be a strong team in providing a safe community once again. We are continuing to proceed with recruiting 2 x positions (advertising/recruiting process).

Recruitment:

Recruited Team Leader position... Well done Lora Jackson and welcome aboard...
2 x Community Safety Officers Position have once again been advertised. (Ongoing)

Concerns raised/Community issues

The need for Community Safety to maintain full operations on the ground due to lack of leadership within the team in the last 2 months.

Community Safety are currently facing is:

- lack of community members wanting to work for the program/job readiness
- Influx of tourist travelling through Elliott which raises the safety concerns to our staffing. (Covid)

Goals and Objectives:

Current goals are for the service to rebuild a strong team to work effectively.

Training

CDT will continue to deliver LLN training to Community Safety Staff.
2 x staff attended/completed 4WD course 4th & 5th July 2022.

Community Events! None to report

Major Incidents/Events: Nil

Statistical Report:

Patrols conducted - 45

Conveyances conducted - 0

Community residents taken home/clinic – 10

Reporting to Police - 0

On behalf of the C/S Regional Manager and C/S Zone Manager we would like to thank the current Community Safety Team/Community for the continual support and to deliver a service provided throughout the Month of July.

Report prepared by

George Peckham
Zone Manager

David Lightowler
Regional Manager

Barkly Regional Council Night Patrol
T: (08) 8962 0000 | F: (08) 8962 0056 | D: (08) 8962 0062

ELLIOTT LA RESOLUTIONS 20/01/2021

Is BRC still funded by Libraries NT, and if so where does funding go or is it banked for future use in Elliott as no one has been employed for in excess of twelve months.

Moved Bob Bagnell

Seconded Jody Nish

Passed

That the next LA Meeting be a closed meeting to devise a five year plan, inclusive of a Social, Economic and Infrastructure blueprint for the future of Elliott

Moved Bob Bagnell

Seconded Kevin Gaskin

Passed

That Council invite DIPL to attend the March Elliott LA Meeting to discuss various issues affecting Elliott, including but not limited to - a turn lane at the rubbish dump turn off, and the nature strip between the service road and the Stuart Highway

Moved Jason Mullan

Seconded Kevin Neade

Passed

That the development of Lot 8 Lewis St. Elliott be revisited and an expected completion date be advised. It should be noted that the current published completion date is June 2022

Moved Jody Nish

Seconded Jason Mullan

Passed

That Council invite NT Housing and Aus Projects to the March LA Meeting to discuss various issues affecting Elliott and the CLA's including but not limited to

Repairs to CLA fencing

Repairs to street lighting

Drainage

Moved Chris Neade

Seconded Jody Nish

Passed

GENERAL BUSINESS

ITEM NUMBER 7.3
TITLE Forklift Quotes
REFERENCE 374464
AUTHOR Makhaim Brandon, Operations Administration Officer

RECOMMENDATION

That the Authority

- a) Receive and note the report.

SUMMARY:

<This should set out what the report is about, why it was written and why it is relevant.>

BACKGROUND

ISSUE/OPTIONS/CONSEQUENCES

CONSULTATION & TIMING

ATTACHMENTS:

- 1 [↓](#) Forklift Solutions Pty Ltd Quote 14144SM for \$5,971.35.pdf
- 2 [↓](#) forks.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

Forklift Solutions Pty Ltd (Owner)

Full Terms and Conditions

Definition:

"The company" means Forklift Solutions Pty Ltd (ACN 127173424) and its employees, agents and subcontractors;
 "Renter" means the renter described in Schedule;
 "The Customer" means the owner or Bailee of units offered to the company for service.
 "Part(s)" means a part or accessory identified on our company documents supplied and fitted by the company to units.
 "Services" means the scheduled or unscheduled or maintenance and repairs carried out by the Company either pursuant to an agreement or as a separate contract.
 "Unit(s)" means the equipment or machinery the subject of the services.
 "Business Hours" means the hours between 8:00am and 4:30pm Monday to Friday.
 "Remote Locations" means anywhere exceeding 50 kilometres from our workshop.

The Owner rents to the Renter upon the following terms and conditions:

1. IT IS HEREBY AGREED:

- a) The Renter has no right, property or interest in the Equipment other than as a Bailee.
- b) The Renter shall take delivery of the Equipment at the Site Address described in the Schedule.
- c) The Renter agrees that upon acceptance of our equipment, you are bound by these terms and conditions.
- d) The Owner may sell or assign either absolutely or by way of security its rights under this Agreement and to the Equipment.
- e) The Renter is responsible for any loss, theft or damage (fair wear and tear expected) to the equipment from any and every event whatsoever and howsoever by whomsoever caused during the hire period except where any such loss, theft or damage was caused by our actions.
- f) By providing a Purchase Order to Forklift Solutions, the renter acknowledges and agrees to be bound by these terms and conditions.
- g) The provision contained in Clause 2(a) (Punctual Payment of Rent) Clause 3(i) (Insurance of Equipment) and 3(a) (Maintenance and Repair of Equipment) and Clause 5 are essential terms of this Agreement and the breach of an essential term of this Agreement and thereby, the repudiation of this Agreement by the Renter.
- h) By entering into a Contract, the Customer warrants that: (a) it does not rely on the skill or judgment of Forklift Solutions as to the suitability of any Goods or Services for a particular purpose, unless Forklift Solutions acknowledges in writing that the Goods or Services are fit for a particular purpose.
- i) Any disputes arising from invoices must be raised with Forklift Solutions within 7 days of receipt.
- j) Forklift Solutions reserves the right to cancel any credit notes issued if the Renter does not adhere to our payment terms.
- k) Forklift Solutions reserves the right to list accounts which are 60+ days overdue as a payment default listing on Creditor Watch.
- l) Forklift Solutions will perform an induction and demonstrate to the Renter the basic operation of the Linde hydrostatic drive component, it is the responsibility of the Renter to ensure all personnel operating the forklift hold the correct tickets / licenses and are inducted and demonstrated the basic operation, if further inductions are required by Forklift Solutions, it is the responsibility of the Renter to make Us aware.

2. The Renter agrees to pay the Owner:

- a) The total rent described on the Schedule by paying the Rental Payments promptly on the dates and at the place set out in the Schedule. The Renter agrees that it may not withhold any payment or any part of any payment, due to under the Agreement, or make a deduction from any such payment, for any reason whatsoever.
- b) You must either return the machine with a full tank of fuel or pay Forklift Solutions to refuel for any consumption.
- c) Clean and correct fuel must be used, any damages incurred from incorrect fuel / dirty fuel will be at the expense of the renter.
- d) Interest at the rate set out on the Schedule on any Rental Payments which are not paid on the due date and on any other monies hereunder which remain unpaid for seven (8) days after the Owner's demand.
- e) The Renter will be held liable and incoed for all debt collection fees and charges incurred on the account.
- f) Any expenses the Owner may incur in or arising out of making good any failure by the Renter to comply with any obligation hereunder or relating or attempting to relate possession of or storing the Equipment.
- g) The cost of replacing the Equipment if lost or damaged beyond repair, and or repairing any damage caused by impact, by accidental, deliberate or negligent misuse or abuse, by failure to comply with Clause 3(i) hereon, or by any cause other than fair wear and tear.
- h) The Renter will be held liable for the cost of replacement tyres or puncture repair if damaged is caused by Renter (fair wear and tear excluded).
- i) The excess use charge set out in the Schedule in each month when the Renter uses the Equipment in excess of the number of hours set out in the Schedule. It is agreed that if the hour meter is inoperative at any time the Equipment shall be deemed to have operated since the previous meter reading by the Owner's representative at a daily rate selected by the Owner based on previous experience under this Agreement.
- j) Long term rental charges are to be paid on month in advance.
- k) Long term rental accounts are subject to CPI adjustments every 12 months due in July after a full 12 months of hire, calculated from March to March.
- l) Any stamp duty or other duty, fees and imposts payable to any Government or semi-Government body in respect of or arising out of this Agreement or the Equipment.
 - i) if any supply (as defined in any law imposing a goods and services or similar tax ("GST") under this agreement is a taxable supply (in the reasonable opinion of the supplier) and the supplier certifies that it has not priced the supply to include GST, then the recipient of the supply agrees to pay the supplier, in addition to any other consideration for the supply, and amount equal to the GST payable (as determined in good faith by the supplier) in connection with the supply.
 - ii) This clause 2(g) applies if the actual amount of GST paid or payable on a supply under this agreement is less than the amount paid under clause 2(g)(i). In that case, the supplier agrees to refund an amount equal to the difference between the amount paid under clause 2(g)(i) and the actual amount of GST on the supply is paid or can be clearly ascertained by the supplier.
- m) The extension of credit facilities is the sole discretion of Forklift Solutions. Forklift Solutions retains the right to withdraw credit facilities at any time prior to the delivery of its goods. If the buyer's agreed credit limit is exceeded, Forklift Solutions may refuse the right to accept further orders for goods until payment in full is received. The Customer gives Forklift Solutions the authorisation to carry out any credit checks deemed appropriate which may include requesting credit history from reference agencies and the consumer credit bureau.

3. The Renter agrees to:

- a) Keep the Equipment in good order condition and repair (fair wear and tear excepted).
- b) Check oil, water and battery levels on a daily basis.
- c) Return equipment to Forklift Solutions within business hours, and Forklift Solutions accepts return of the ignition key, unless alternative arrangement are made with Forklift Solutions prior. If you return the equipment outside business hours, you remain responsible for the equipment until Forklift Solutions has inspected and accepted their return the next business day.
- d) Upon completion of the hire period, the equipment must be returned in the same clean condition and good working order it was in when you received it (ordinary fair wear and tear is excluded). If you do not properly clean the equipment, You will be charged a cleaning fee.
- e) If the equipment is returned in a damaged or unsatisfactory condition, customer will be charged for the duration of time in which it takes for the equipment to be restored to a condition satisfactory for re-hire.
- f) Inspect the Equipment and to comply with the daily or other regular checks specified in the manufacturer's Operator Manual supplied with the Equipment.
- g) Arrange regular servicing of the Equipment by the Owner in accordance with the Operator Manual.
- h) Ensure that the Equipment is operated only by qualified, trained and licensed personnel and is not subjected to misuse or abuse.
- i) Make the Equipment available during normal business hours or as otherwise contracted between the parties for repairs or for servicing at (or not later than 50 hours after) the proper hour meter readings.
- j) Ensure that only parts approved by the Owner are used in the Equipment.
- k) Notify the Owner immediately of any loss or damage to modification of the Equipment, promptly arrange repairs by the Owner, and if the condition of the Equipment renders it liable to be unsafe or it is seen that it may cause further deterioration refrain from using the Equipment until it is repaired.
- l) Comply with all relevant acts, regulations and by-laws relating to the Equipment and the use thereof.
- m) Insure and keep the Equipment insured against fire, accident, and theft and such other risks as the Owner may require for an amount equal to the full insurable value of the Equipment with a reputable insurer approved by the Owner and the Renter for their respective rights and interests. The Renter must maintain with insurer approved by the Owner public risk insurance in respect of the Equipment. The Renter must not enforce, conduct or settle further deterioration refrain from using the Equipment until it is repaired. The Owner is entitled to the proceeds of an insurance policy in connection with the Equipment and may apply them in its discretion either towards replacement or reinstatement of the Equipment or towards satisfaction of the Renter's obligations under this Agreement. If the Renter fails to insure the equipment, they accept all liability and costs relating to damages, fire, accident theft and other risks associated.
- n) If the Renter's insurer does not accept liability of damages, loss or theft due to misuse / illegal activities, the Renter is then fully liable for all costs incurred for the repair or replacement of the machine.
- o) The use of Equipment by the Renter as a public roadway is forbidden (except where the unit is registered for such a purpose) and the Renter shall be wholly liable for any loss, injury or damage to any third party or to any property of person whatsoever and the Owner shall not be liable for and is released from any liability in respect thereof. Keep the Equipment under the control of the Renter at the Site Address stipulated in the Schedule.
- p) Permit the Owner to inspect the Equipment at any time during normal business hours.
- q) Notify the Owner in writing prior to any change in the Renter's address.
- r) Indemnify the Owner against any claims and demands whatsoever by the Renter or any other person or corporation in respect of any loss (including consequential loss) injury or damage arising out of the use or operation of the Equipment or out of any defect therein or in any manner relating thereto. The Renter agrees to further indemnify the Owner against all liability, loss, costs, damages or expenses arising because of the repudiation or any other termination of this Agreement, or because of an event of default, including in each case and without limitation, on account of funds borrowed, contracted for, or used to fund any amount payable by the Owner in connection with the Equipment or this Agreement, and reasonable legal fees and expenses.
- s) Deliver up the Equipment in good order, repair and condition at the Renter's expense to the Owner at its address at the expiration or sooner determination of the Agreement.
- t) If applicable, register the Equipment at the Renter's expense.
- u) The hire period is charged from the date the forklift is collected/delivered to the renter, to the time and date that the forklift is returned to Forklift Solutions, regardless of whether it is in use for only a partial period that you have the machine. If the renter fails to return the equipment at expiration of this agreement then the period of this agreement shall be deemed extended from day to day at the rental stipulated in the Schedule for this holding over period and upon the same terms and conditions as contained herein but so that such extended period may be determined by the Owner demanding possession at any time or by the Renter delivering the Equipment to the Owner.
- v) If you require Forklift Solutions to arrange the transportation of the machine, we must be notified by You as soon as possible and the equipment must be made available for collection immediately, which will be charged to You.
- w) You must give Forklift Solutions a minimum of 24 hours' notice for any cancellations, we reserve the right to charge a minimum day hire rate for any cancellations made inside the 24-hour period of the agreed rental commencement date.
- x) Advise as if transport is required, if the renter is arranging own transport, we advise that a reputable transport agent be used, the client accepts liability on behalf of the transport agent for any damages incurred during transport.

4. Remote Locations:

- a) Client is to notify Forklift Solutions as soon as possible of any break downs or maintenance issues.
- b) The use of sub-contractors must be authorised by Forklift Solutions Pty Ltd and any works done without prior consent from Forklift Solutions Pty Ltd will not be paid for, and any damages caused by unapproved contractors will be charged to the renter.
- c) If travel to the site is required by Forklift Solutions Pty Ltd - this is at the expense of the renter, however once on site if breakdown is due to mechanical, no labour charge while on site. If the damage is due to renter, labour charges will apply. Forklift Solutions Pty Ltd will come to site once a year for service - expenses to site are charged to client.
- d) If forklifts are required to be swapped out, this charge will be passed to the renter (or renter can arrange own transport) unless other arrangements have been organised between the renter and Forklift Solutions.
- e) All meals and accommodation to be supplied by the renter.
- f) All labour costs above our standard rate and warranty rates will be on charges to renter.

- g) You must give Forklift Solutions a minimum of 72 hours' notice for any cancellations. we reserve the right to charge a minimum rate of 50% of total quoted amount for any cancellations made inside the 72 hour period of the confirmed commencement date.
- h) Renter must disclose if any of the machines or attachments will be sent on a barge. If our machines or attachments do travel on a barge, the renter will be liable for all costs incurred relating to damages caused, including but not limited to salt water corrosion.
- 5. Breakdowns:**
- a) In the event of a breakdown, the Renter must: (i) immediately notify Forklift Solutions; (ii) stop using the equipment and ensure it does not sustain 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 Forklift Solutions prior written consent.
- b) Forklift Solutions will use reasonable endeavours to repair or replace the equipment at Forklift Solutions discretion as soon as reasonably practicable after receiving notice.
- c) If the equipment has broken down or become unsafe 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.
- d) Forklift Solutions will not be held liable for any costs incurred to the Renter for loss of work, labour charges etc. due to the breakdown of the equipment.
- 6. The Renter will NOT without the prior consent of the Owner:**
- a) Alter any identifying number or mark on the Equipment.
- b) Assign this Agreement or the Renter's rights hereunder.
- c) Attempt or purport to sell, dispose of or encumber the Equipment in any way.
- d) Change the Site Address, application or environment of the Equipment.
- e) Do or permit or suffer to be done anything which might or could prejudice any insurance under 3(i) above.
- f) Engage another person or organisation other than the owner or its authorised representatives to repair and maintain the equipment.
- g) Make any permanent alteration to the machines appearance or operation, if this is to occur, the Renter is required to all pay costs associated in returning machine to its original state as at commencement of the Rental period.
- 7. If the owner discovers the Renter has made a false statement to this Agreement; or**
- a) The Renter fails to pay Rental Payments within (7) days of the due date as specified in the Schedule together with interest at the Rate specified in the Schedule; or
- b) The Renter is in breach of any of the terms and conditions contained in this Agreement and has failed to rectify that breach within fourteen (14) days after notice by the Owner to do so; or
- c) The Renter shall commit any act of bankruptcy or being a company shall go into liquidation or receivership or stops payment, is unable to pay its debts when they fall due, ceases to carry on its business or a material part of it or an order is made or a resolution is passed for an arrangement with creditors or the winding up of the Renter.
- d) Execution or distress is levied against the Renter;
- e) Any insurance proposal made by the Renter in respect of the Equipment is declined or any insurance policy in respect of the Equipment is cancelled; or
- f) The Renter shall do or cause to be done or permit any act or thing likely to endanger the safe operation of the Equipment; or
- g) The Renter is convicted of an indictable offence or is sentenced to imprisonment; or
- h) The Ownership or control of the Renter changes prior to the end of the term of this Agreement.
- i) Then the Owner may at its absolute discretion and without prejudice to any other rights or remedies take whatever action it considers appropriate to enforce the performance of this Agreement by the Renter or accept the repudiation of this Agreement whereupon in the case of repudiation the Renter shall be obliged to immediately:
- Return the Equipment to the Owner to a place specified by the Owner.
 - Pay to the Owner all moneys then payable to the Owner under this Agreement; and
 - Pay to the Owner the balance of the unpaid Rental Payments still to fall due discounted to a present value from their original due date at the rate implicit to this Agreement.
- Upon payment to the Owner of those moneys specified in this and the preceding sub-clause, the Renter shall be released of further liability to the Owner for Rent under this Agreement. The Renter hereby authorises the Owner to enter any premises upon which the Equipment may be located and waives and releases the Owner from any liability for any damage or loss occasioned thereby.
- The Owner agrees to account to the Renter 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 its loss plus any other amount the Renter owes under this Agreement.
- 8. It is expressly agreed as follows:**
- a) This Agreement shall not be binding on the Owner until it has been executed by the Owner notwithstanding any pre-payment of monies by the Renter.
- b) No objection 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.
- c) This Agreement shall bind the Renter its successors and assigns and ensure (take effect) to the benefit of the Owner its successors and assigns.
- d) Any notice required to be given to the Renter hereunder may be sent by facsimile or pre-paid post to the Renter at its last 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.
- e) If the Renter is required to do any matter or thing hereunder or by virtue of any notice served hereunder within a stipulated time shall be of the essence in respect of that stipulated time.
- 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.
- g) A certificate given by the Owner shall be prima facie evidence of the amount of monies due owing or recoverable from the Renter hereunder.
- h) 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.
- i) Whether or not Division 2 of Part V 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 Owner's liability is no more than that either to:
- Replace the Equipment with the same or equivalent equipment; or pay the cost of one of those things; or
 - Repair the Equipment or pay for its repair; and
- j) The Owner may exchange the Equipment with other equipment 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.
- k) The person signing this Agreement for the Renter is authorised to sign and deliver it on the Renter's behalf; and
- l) This Agreement contains all the terms, conditions, provisions and arrangements that have been agreed between the Owner and the Renter in respect of this Agreement.
- m) If the Renter fails 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 rental stipulated in the Schedule for this holding over period and upon the same terms and conditions as contained herein but so such extended period may be determined by the Owner demanding possession at any time or by the Renter delivering the Equipment to the Owner.
- n) Any provision of this Agreement that is illegal, void or unenforceable will not form part of this Agreement to the extent of the illegality, voidness or unenforceability. The remaining provisions of this Agreement will not be invalidated by an illegal, void or unenforceable provision.
- o) The Lease / Rental Agreement is a legally binding contractual agreement, the renter agrees that all charges relating to the Lease / Rental Agreement are payable up to the termination date as per signed contract.
- PPSA:**
9. The parties acknowledge that we may register any actual or impending security interest (in any matter we consider appropriate) in relation to any security interest contemplated or constituted by this Rental Agreement in the Equipment and the proceeds arising in respect of any dealing in the Equipment, you undertake to:
- do anything that is required by Us (i) so that We acquire and maintain one or more perfected security interest under the PPSA in respect of the Equipment and its proceeds; (ii) to register a financing statement or financing change statement and (iii) to ensure that Our security position, and rights and obligations, are not adversely affected by the PPSA.
- b) not register a financing change statement in respect of a security interest contemplated or constituted by the Rental Agreement without Our prior written consent; and
- 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.
- You:**
- wave Your right under section 157 of the PPSA to receive a copy of the verification statement relating to a security interest created under the Rental agreement;
 - agree that to the extent permitted by the PPSA, the following provisions of the PPSA will not apply and are contracted out of: section 66 (to the extent that it requires the secured party to give notices to the grantor); section 96; section 118 (to the extent that it allows a secured party to give notices to the grantor); section 121(4); section 125; section 130; section 132(3)(c); section 132(4); section 135; section 142 and section 143; and
 - agree that the following provisions of the PPSA will not apply and You will have no rights under them: section 127; section 129(2) and (3); section 130(1); section 132; section 134(2); section 135; section 136(3); (4) and (5) and section 137.
 - 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.
 - agree you must pay our costs of any discharge or necessary amendment of any Registration.
11. 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 275(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(7)(c) of the PPSA to authorise the disclosure of the above information.
12. For the purposes of section 26(2) of the PPSA, the 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.
13. 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.
14. Customer must not lease, hire, bail or give possession ("sub hire") of the equipment to anyone else unless Forklift Solutions Pty Ltd (in its absolute discretion) first consents in writing. Any such sub-hire must be in writing in a form acceptable to Forklift Solutions Pty Ltd and must be expressed to be subject to the rights of Forklift Solutions Pty Ltd under this agreement. Customer may not vary a sub-hire without prior written consent of Forklift Solutions Pty Ltd (which may be withheld in its absolute discretion).
15. Customer must ensure the Forklift Solutions Pty Ltd is provided at all times with up-to-date information about the sub-hire including the identity of the sub-hirer, the terms of and state of accounts and payment under the sub-hire and location and condition of the equipment.
16. Customer must take all steps including registration under the PPS Law as may be required to:
- ensure that any security interest arising under or in respect of the sub-hire is enforceable, perfected and otherwise effective under the PPS Law;
 - enabling the Customer to gain (subject always to the rights of Forklift Solutions Pty Ltd) first priority (or any other priority agreed to by Forklift Solutions Pty Ltd in writing) for the security interest; and
 - enabling Forklift Solutions Pty Ltd and the Customer to exercise their respective rights in connection with the security interest.
- d) ensure that any security interest registered on any machines sold to or traded in to Forklift Solutions is de-registered.
17. If the Renter requests a variation of the initial Term or of the Equipment rented hereunder the Owner may agree to such variation and forward Acknowledgement of Variation to the Renter setting out details of the variation. Upon the signing of the Acknowledgement by the Renter the variation shall be binding on the Renter. The Rental Payments payable hereunder shall be varied according and in all other respects the terms and conditions of this Agreement shall remain unchanged. If the Owner does not receive the Acknowledgement duly signed by the Renter within fourteen days of sending its Acknowledgement to the Renter, the Owner may elect not to be bound by such variation.

18. Credit or Debit Cards:

- a) Credit Card payments will incur a 2.5% surcharge.
- b) 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 in addition as is specified in the Additional terms.
- c) 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.
- d) 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:

- a) 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 similar State and Territory laws.
- b) For non-account holders, full payment is required prior to or upon pickup of all parts, service & repair jobs and sales.
- c) 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 Solution's fiduciary, agent and Bailee, until the Customer pays Forklift Solutions in full all moneys 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.
- d) 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.
- e) 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.
- f) Purchase of any specialised equipment may require a deposit at the time of order placement comprising 20% of the total equipment cost, if an order is cancelled 2 working days or longer after placement, a 10% cancellation fee will be applicable. In the case of specialised equipment, order cancellation 2 days or longer after order placement will incur a cost equal to either 10% of the order value or subsidised costs incurred by Forklift Solutions up to the value of the 20% deposit.
- g) 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 indirect or consequential loss or damage, including but not limited to wasted time, expenditure, loss of profit, use of business resources or liability by or of indemnity, contribution or otherwise.
- h) 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.
- i) It is acknowledged and agreed that title to the Goods shall not pass to the Customer until the Company has received payment in full all Goods and the Service itemised on the Work order.
- j) 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.
- k) Any used machines are sold 'as is' without warranty unless otherwise agreed by Forklift Solutions.
- l) All items stay property of Forklift Solutions until buyer has transferred the agreed amount in full and in favour of the seller's account.
- m) 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.
- n) For all machines/equipment traded in or sold to Forklift Solutions, any security interest made in relation to the PPSA must be deregistered and proof of deregistration provided to Forklift Solutions.
- o) All goods supplied to the buyer are at the buyer's risk immediately upon delivery to the buyer or the buyer's nominee or carrier.
- p) Cost of road registration is not included unless otherwise specified and included in the quotation.

20. Service and Parts:

- a) Any claim made against the company in respect of the supply of any service shall be limited in 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 (the "Good") any liability shall be limited to the replacement of the Good or the supply of equivalent Goods, the repairs of the Goods or the payment of the cost of having the Goods repaired.
- b) 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 replacements improperly 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 extreme rainfall, salt, hail, rain, windstorm, lightning, flood etc, or any other event causing physical damage to the unit.
- c) 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.
- d) The Customer has requested the company to undertake service of Units and the fitting of parts, as required, (the "work"). And the Company has agreed to carry out the work at the cost of the Customer.
- e) 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 similar State and Territory laws.
- f) All items stay property of Forklift Solutions until buyer has transferred the agreed amount in full and in favour of the seller's account.
- g) For non-account holders, full payment is required prior to or upon pickup of all parts, service & repair jobs and sales.
- h) 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 issues with the service / work performed should be brought to the attention of Forklift Solutions at this time.
 - i) For field service, client should inspect machine and acknowledge works completed to satisfaction.
- i) 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 neglects or pay the reasonable and proper charges of the Company.
- j) Terms of payment are strictly 7 days from the date of Work Order, any outstanding accounts must be finalised prior to further works taking place.
- k) 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.
- l) 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.
- m) 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.
- n) The company is not liable for any damage or loss, including Consequential Loss, to the purchaser resulting from any delay in delivery of Goods or Services.
- o) 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 inside the 24 hour period of the confirmed commencement date, for remote locations we require a minimum of 72 hours' notice.

21. Warranty:

- a) No warranty implied or given unless otherwise mentioned.
- b) Any used machines are sold 'as is' without warranty unless otherwise agreed by Forklift Solutions.
- c) Forklift Solutions shall have no obligation for defects resulting from improper storage, installation or repairs, misapplication, conditional misuse, negligence or accident.
- d) Warranties shall not be effective as to any claim that is not presented by purchaser in writing immediately upon discovery of defect.
- e) 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 of what components are to be replaced or repaired and some items may be replaced under a pro-rata basis and the Seller is only responsible for a portion of it. This is solely at the discretion of Forklift Solutions. The owner/purchaser must make the goods available to Forklift Solutions so that they can be inspected/dismantled by Forklift solutions at Forklift solutions premises. After the inspection/dismantling Forklift solutions will advise the owner/purchaser what items will be covered under warranty.
- f) Under no circumstance 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 machinery or facility downtime.

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.



RDO Equipment Pty Ltd
22 McKenzie Place
Yarrawonga NT 0830
Ph 08 8936 6800
ABN: 58 060 286 759
ACN: 060 286 759

Ship to: MARTIN YOUNG - 0427183190

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

Attention: MARTIN YOUNG

Branch

31 - DARWIN

Date

30/05/2022

Time

15:23:14 (O)

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	U	Qty	Price	Amount
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*TO BE MADE TO ORDER*****
QUOTE EXCLUDING FREIGHT

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

Authorization: _____

Tax: 244.07

TOTAL: 2684.76

Name: RDO Equipment Pty Ltd

BSB: 014-857

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 Skip Bins
REFERENCE 374567
AUTHOR Makhaim Brandon, Operations Administration Officer

RECOMMENDATION

That the Authority

- a) Receive and note the quotes for the skip bins.

SUMMARY:

BACKGROUND

ISSUE/OPTIONS/CONSEQUENCES

CONSULTATION & TIMING

ATTACHMENTS:

1 [↓](#) QUOTE133269 SKIP BINS.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 • Optional wheels available • Finish: Hot Dipped Galvanised • Fork Pocket Size: 185x75mm • Fork Pocket Centres: 680mm • Dimensions: 1310x1570x1010mm (WxLxH) • Safe Working Load: 1500kg • Unit weight: 205kg 	4.0	\$1,620.00	\$6,480.00
				
WB29K	Self Dumping Bin Castor kit	4.0	\$269.00	\$1,076.00
				
FREIGHT	Freight Charge	1.0	\$1,950.00	\$1,950.00
	Delivered to: Barkly Regional Council 1 Bray Street ELLIOTT NT 0862			

Quote continued on Page 3

Quote Ref No. 133269 All prices exclude GST 02.06.2022

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

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
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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 \$9,506.00

Freight

GST \$950.60

Total Incl GST \$10,456.60

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 by 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 or of 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 of 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



OTHER BUSINESS

ITEM NUMBER 13.1
TITLE Confirmation of next meeting date
REFERENCE 374549
AUTHOR Makhaim Brandon, Operations Administration Officer

RECOMMENDATION

That the Authority

- a) Confirm the next meeting to be held on Thursday the 4th of August.

SUMMARY:

BACKGROUND

ISSUE/OPTIONS/CONSEQUENCES

CONSULTATION & TIMING

ATTACHMENTS:

There are no attachments for this report.