



# **AGENDA**

## **PIRLANGIMPI LOCAL AUTHORITY MEETING**

### **MONDAY, 5 DECEMBER 2022**

Notice is given that the next Pirlangimpi Local Authority Meeting of Tiwi Islands Regional Council will be held on:

- Monday, 5 December 2022 at
- Pirlangimpi Board Room
- Commencing at 10.00am

Your attendance at the meeting will be appreciated.

**Allan McGill**  
**Temporary Chief Executive Officer**

## **AGENDA**

### **1 WELCOME & APOLOGIES**

1.1	WELCOME	
1.2	PRESENT	
1.3	APOLOGIES	
1.4	LEAVE OF ABSENCE	
1.5	DECLARATION OF INTEREST OF MEMBERS OR STAFF	
1.6	CONFIRMATION OF PREVIOUS MINUTES	
	<i>Pirlangimpi Local Authority - 30 August 2022</i>	1

### **2 GENERAL BUSINESS**

*Nil*

### **3 REPORTS FOR INFORMATION**

3.1	2022/2023 – LOCAL AUTHORITY FINANCIAL REPORT TO 31 OCTOBER 2022	4
3.2	HEARING FOR LEARNING INITIATIVE	9

### **4 REPORTS FOR DECISION**

4.1	PIRLANGIMPI LOCAL AUTHORITY COMMUNITY PROJECT	13
4.2	LOCAL AUTHORITY REVIEW REPORT	17
4.3	APPOINTING NEW MEMBERS TO THE LOCAL AUTHORITY	24
4.4	LOCAL AUTHORITY RESOURCES, MANDATORY TRAINING AND REVIEW	27

### **5 OTHER BUSINESS**

*Nil*

### **6 BUSINESS ARISING**

6.1	GARDEN POINT REPLACEMENT OF FLEET ITEMS	75
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## MINUTES OF THE PIRLANGIMPI LOCAL AUTHORITY MEETING HELD IN THE PIRLANGIMPI ON TUESDAY, 30 AUGUST 2022 AT 10:00AM

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### 1 Welcome & Apologies

#### 1.1 Welcome

The meeting opened at 10.30am

#### 1.2 Present

<b>PLA Members</b>
Andrew Warrior (Chairperson)
Thecla Puruntatameri
Andrew Orsto
Margaret Tipungwuti
Carol Puruntatameri
Noel Galarla
<b>Councillors</b>
Therese Bourke
Mayor Pirrawayingi
<b>TIRC Staff</b>
Bala Donepudi – Interim Chief Executive Officer
Bill Toy – Community Engagement Manager
<b>Visitors</b>
Daniel Costa -
Angelina Tamka -

#### 1.3 Apologies

##### 1.3 APOLOGIES

##### 11 RESOLUTION

Moved: Andrew Orsto

Seconded: Noel Galarla

**That the Pirlangimpi Local Authority accept the apology from Joseph Pangiraminni that they were unable to attend the meeting.**

**1.4 Leave of Absence**

Nil

**1.5 Declaration of Interest of Members or Staff****1.6 Confirmation of Previous Minutes****Pirlangimpi Local Authority - 25 May 2022****12 RESOLUTION**

Moved: Noel Galarla  
 Seconded: Andrew Warrior

That the minutes of the Pirlangimpi Local Authority on 25 May 2022 as circulated, be confirmed as a true and correct record of that meeting.

CARRIED

**2 GENERAL BUSINESS**

Nil

**3 REPORTS FOR INFORMATION****3.1 2022/2023 – LOCAL AUTHORITY FINANCIAL REPORT TO 31 JULY 2022****13 RESOLUTION**

Moved: Thecla Bernadette Puruntatameri  
 Seconded: Margaret Tipungwuti

That the Pirlangimpi Local Authority notes this report number 244064 for information and provides any comments or feedback on the new financial reporting format.

CARRIED

**4 REPORTS FOR DECISION****4.1 PIRLANGIMPI LOCAL AUTHORITY COMMUNITY PROJECT****14 RESOLUTION**

Moved: Carol Puruntatameri  
 Seconded: Noel Galarla

1. That the Pirlangimpi Local Authority reviews and updates the Approved Projects Summary.
2. Notes the funding allocations.
3. Recommends any new projects to Council for approval to proceed.

CARRIED

**5 OTHER BUSINESS**



Nil

**6 BUSINESS ARISING**

Nil

**7 Next Meeting**

Tuesday, 29 November 2022

**8 Closure**

The meeting closed at 3.15 pm.

**These minutes were confirmed at the Pirlangimpi Local Authority held on 29 November March 2022.**

**Signed:.....**

**Chairperson**

**7 NEXT MEETING**

**REPORTS FOR INFORMATION**

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<b>ITEM NUMBER</b>	3.1
<b>TITLE</b>	2022/2023 – Local Authority Financial Report to 31 October 2022
<b>REFERENCE</b>	244966
<b>AUTHOR</b>	Bala Donepudi, Chief Financial Officer

**SUMMARY**

This information is provided for information to the Wurrumiyanga Local Authority to report on expenditure to 31 October 2022 for the 2022/2023 FY.

**BACKGROUND**

Council's finance section has prepared report (attached) to be presented at each Local Authority. Comments to provide explanation of variations between actual and budgeted amounts that are greater than \$10,000 will be presented to the sitting Local Authority.

**ISSUES/OPTIONS/CONSEQUENCES**

Nil

**CONSULTATION & TIMING**

Nil

**RECOMMENDATION:**

**That the Pirlangimpi Local Authority notes this report number 244966 for information and provides any comments or feedback on the new financial reporting format.**

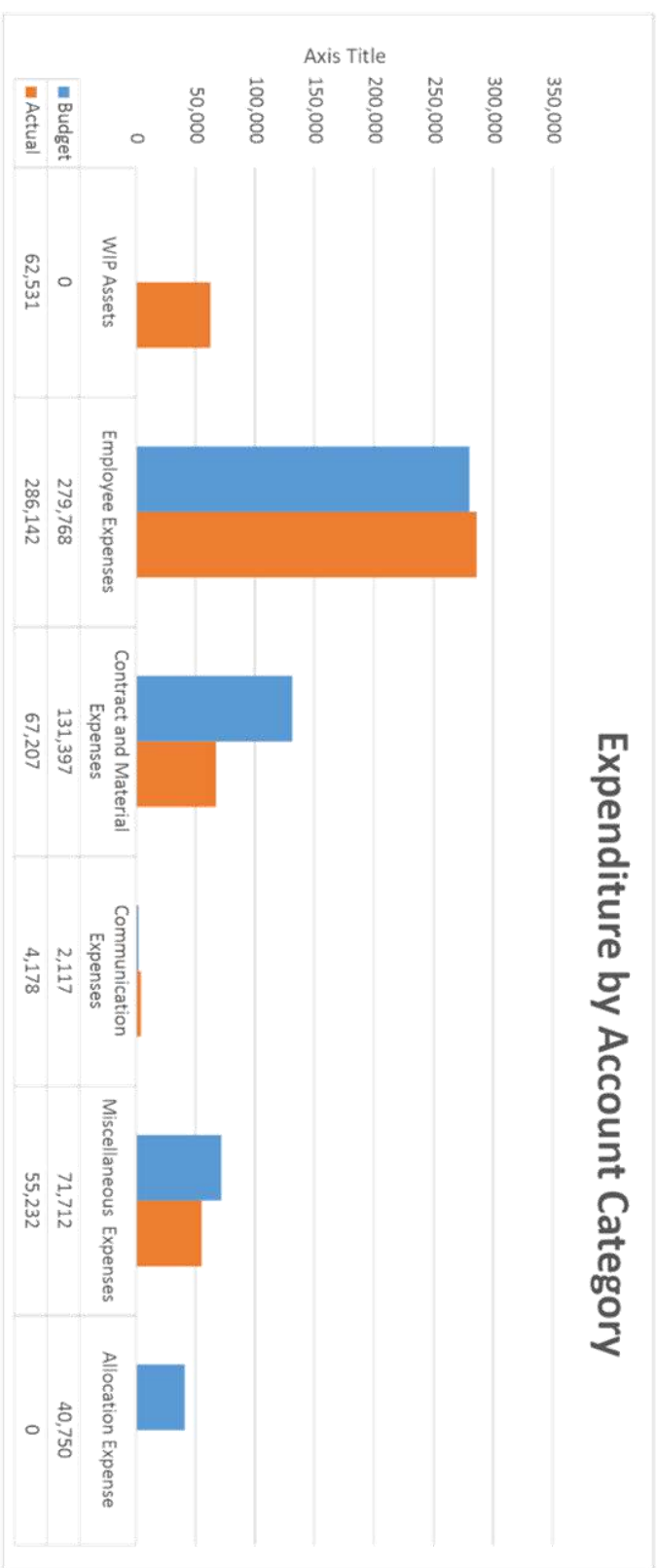
**ATTACHMENTS:**

1 PLA Finance Report -Oct.22.pdf

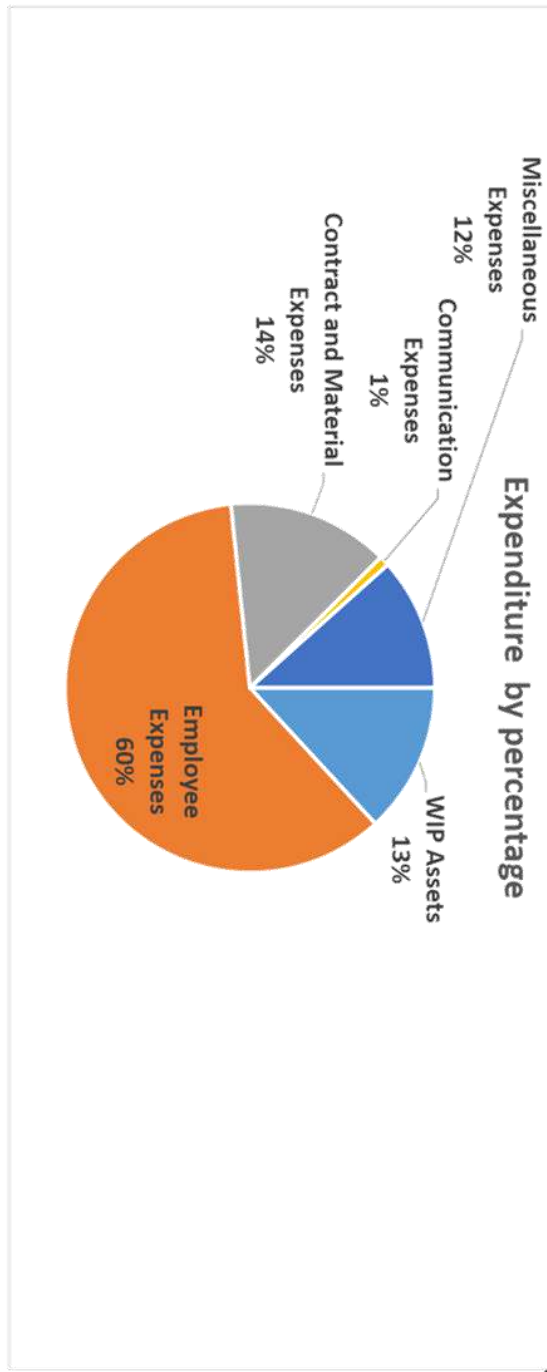
**Tiwi Islands Regional Council**  
**Pirlangimpi Local Authority**  
**Expenditure Report as at 31 October 2022**



Description	Budget YTD	Actuals YTD	Variance	%	Annual Budget
Expense by Directorate INCLUDING Allocations and Capital Expense					
WIP Assets	0	62,531	(62,531)	(100%)	0
Employee Expenses	279,768	286,142	(6,374)	(2%)	839,303
Contract and Material Expenses	131,397	67,207	64,191	49%	394,192
Communication Expenses	2,117	4,178	(2,061)	(97%)	6,350
Miscellaneous Expenses	71,712	55,232	16,480	23%	215,137
Allocation Expense	40,750	0	40,750	100%	122,250
<b>Total Expenditure</b>	<b>525,744</b>	<b>475,289</b>	<b>50,455</b>		<b>1,577,232</b>



**Tiwi Islands Regional Council**  
**Pirlangimpi Local Authority**  
**Expenditure Report as at 31 October 2022**



## Tiwi Islands Regional Council Pirlangimpi Local Authority

Expenditure Report as at 31 October 2022



Description	Budget YTD	Actuals YTD	Variance	%	Comments	Annual Budget
Expense by Directorate INCLUDING Allocations and Capital Expense						
Pirlangimpi	525,744	475,289	50,455	10%		1,577,232
Chief Financial Officer	36,650	62,531	(25,881)	(71%)	«	109,950
147802 (Tied) - Local Authority Project Fu	36,650	62,531	(25,881)	(71%)	The carried forwards to be Adjusted in the first t	109,950
GM Infrastructure	263,402	214,512	48,890	19%	«	790,206
100302 (Tied) - Provide airstrip maintenar	167	0	167	100%		500
108702 (Untied) - Executive Leadership Ir	24,426	610	23,816	98%	Underspend in salary costs	73,278
108802 (Untied) - Town Services Pirlangim	81,888	95,913	(14,025)	(17%)	Overspend in Wages .The budget will be amenc	245,665
111502 (Untied) - Street Lighting Pirlangir	1,883	0	1,883	100%		5,650
116002 (Untied) - Fuel - Pirlangimpi	11,467	1,144	10,323	90%	Lower spend on material costs	34,400
119102 (Untied) - Waste Management Pirl	6,144	1,246	4,898	80%		18,432
119302 (Untied) - Civil Works Pirlangimpi	29,593	28,192	1,401	5%		88,778
119502 (Untied) - Airport Maintenance Pir	333	0	333	100%		1,000
119602 (Untied) - Airport Inspection Pirlar	683	0	683	100%		2,050
119702 (Untied) - Mechanical Workshops	63,422	47,737	15,685	25%	«	190,267
119802 (Untied) - Staff Housing - Pirlangir	18,596	15,710	2,885	16%		55,787
120202 (Untied) - Recreation Hall Pirlangir	1,667	1,108	559	34%		5,000
120302 (Untied) - Oval Pirlangimpi	0	73	(73)	(100%)		0
120902 (Untied) - Pirlangimpi Pool	11,500	4,016	7,484	65%		34,500
121402 (Untied) - Facilities Pirlangimpi	4,233	2,072	2,161	51%		12,700
122202 (Untied) - Transit Accommodation	4,300	2,416	1,884	44%		12,900
129602 (Untied) - Airport Landing Fees Pit	400	397	3	1%		1,200
131102 (Untied) - Commercial Building Se	2,567	13,878	(11,311)	(441%)	Overspend due to installation of 10 street lights.	7,700
152102 (Untied) - Funeral Services - Pirlar	133	0	133	100%		400
Chief Executive Officer	69,027	47,321	21,706	31%	«	207,081
147002 (Untied) - Local Authority Pirlangir	1,901	952	949	50%		5,702
147102 (Untied) - Regional Council & Elec	67,126	46,369	20,757	31%	Underspend in allowance Expenses.	201,379
GM Community Development and Services	156,665	150,925	5,740	4%		469,995
120602 (Tied) - Youth Diversion Scheme P	2,554	0	2,554	100%		7,662
120802 (Tied) - Community Safety - Pirlar	81,903	74,387	7,515	9%		245,708
121002 (Tied) - Active Remote Communiti	6,641	7,439	(798)	(12%)		19,922

## Tiwi Islands Regional Council Pirangimpi Local Authority

### Expenditure Report as at 31 October 2022



Description	Budget YTD	Actuals YTD	Variance	%	Comments	Annual Budget
121502 (Tied) - Library Pirangimpi	20,293	19,012	1,280	6%		60,878
134002 (Tied) - ISRP - Indigenous Sport &	0	1,162	(1,162)	(100%)		0
165802 (Tied) - Australia Day Celebration	333	0	333	100%		1,000
119002 (Untied) - Centrelink Pirangimpi	17,273	16,542	731	4%		51,818
146402 (Untied) - Administration Service f	27,669	32,382	(4,714)	(17%)		83,006
<b>Total Expenditure</b>	<b>525,744</b>	<b>475,289</b>	<b>50,455</b>			<b>1,577,232</b>

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**REPORTS FOR INFORMATION**

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<b>ITEM NUMBER</b>	3.2
<b>TITLE</b>	Hearing for Learning Initiative
<b>REFERENCE</b>	245051
<b>AUTHOR</b>	Fay Summers, Governance Coordinator

**BACKGROUND**

Hearing for Learning Initiative research study

**CONSULTATION & TIMING**

The study aims to improve the ear and hearing health of Indigenous children living in 20 remote communities across the Northern Territory by providing training and employment to people living in the community to do ear and hearing checks. We are seeking to inform the local authority about the study and seek their advice about how the program could best be conducted in Pirlangimpi. We would also like to invite local authority members to a Community Reference Group meeting later that same day, which is an opportunity to provide recommendations as to who would be appropriate to attend training and be employed to do the ear and hearing checks.

The Community Reference Group meeting is being held at the Pularumpi School staff room at 2.30pm.

This study has been previously provided support from the Pirlangimpi Local Authority in February 2019 when Amanda Leach (co-chair of the Hearing for Learning Initiative) presented the program.

**RECOMMENDATION:****That the local Authority:**

1. Provide advice about how the program could best be conducted in Pirlangimpi.
2. A representative of the Local Authority attend the Community Reference Group Meeting
3. Nominate a local person to be employed to do the ear and hearing checks.

**ATTACHMENTS:**

- 1 HREC 18-3264 Item 300 - HfLI Recruitment Brochure V3 16NOV2022.pdf
- 2 HREC 18-3264 Item 300 - HfLI Recruitment Brochure V3 16NOV2022.pdf



## Benefits for the community and children include:

- Receive safe, culturally appropriate, reliable and expert clinical and education services for children who have ear and hearing problems.
- Explain how ear and hearing problems can affect their child's behaviour.
- Link the family with services to get the best help from the clinic, specialists and school.

Healthy ears and better hearing, improved learning, talking, communication, improved behaviour and school attendance.

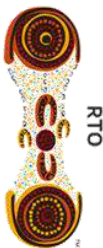
## Benefits for the selected Ear Health Facilitators include:

- Employment.
- Important and respected role in the community.
- Professional workforce development training to become workforce ready.
- Accredited training in Aboriginal Primary Health Care.
- High-quality training in ear health including: causes and prevention, how to use equipment, how to detect ear disease and hearing loss, how to liaise with community services to enter results in medical records, and how to link and follow the treatment of the children aged 0-16 years.

## Funding partners



Australian Government  
Department of Health



PO Box 41096, Casuarina NT 0811 Australia  
Phone: (08) 8946 8600 | Fax: (08) 8946 8464  
Email: [hearingforlearning@menzies.edu.au](mailto:hearingforlearning@menzies.edu.au)  
Website: [menzies.edu.au](http://menzies.edu.au)

**Menzies School of Health Research**  
John Mathews Building (JMB)  
Building 58, Royal Darwin Hospital Campus  
Northern Territory, Australia 0810



Photo by Lauren Roberts, NT News

**The Hearing for Learning Initiative** is an innovative community-based service enhancement model to address the crisis in ear and hearing health of Aboriginal children in the Northern Territory: a Phase III stepped-wedge cluster randomised trial.

The goal of the Hearing for Learning Initiative is to work with communities to establish reliable, sustainable, culturally appropriate services that ensure that **every ear of every child is healthy and hearing every day.**



## What crisis?

In remote communities, of every 10 Aboriginal children under 3 years of age:

- 9 out of 10 have ear problems.
- 2 out of 10 of these have "runny ears".

Children with ear problems cannot hear properly, they have trouble listening and talking, and may behave badly because they misunderstand their parents, teachers, and friends. Children with hearing problems often don't want to go to school.

## Workforce problems

"In some communities Primary Health Care Services only see ~13% of children who need follow-up for their ear problems."

Much more is needed in the community to help get rid of ear and hearing problems.

## Who will be involved in the Initiative?

- 20 Northern Territory remote, rural or urban communities will be enrolled by end of 2019.
- Two pilot communities started in 2019, 6 more communities will start in 2020, 8 in 2021, and 4 in 2022.
- Up to 100 casual Trainees and 40 part-time Ear Health Facilitators.
- 5000 children 0 to 16 years of age.

## What is workforce innovation?

The Hearing for Learning Initiative will fund the employment of Trainees, support mentors and fund health services to employ selected Trainees as Ear Health Facilitators at the conclusion of training.

The Initiative will actively support integration of the Ear Health Facilitators into current services to create reliable, sustainable, integrated, culturally appropriate clinical and education services for Aboriginal and Torres Strait Islander children who have ear and hearing problems.

## Each community will be invited to form a Community Reference Group to advise on how the Hearing for Learning Initiative should be run including:

- Who in their community could train to become an Ear Health Facilitator.
- Who in their community will be a champion for the Hearing for Learning Initiative.
- Who could be a mentor.
- What resources are in the community – space, equipment, computer, transport.

## Roles and responsibilities of the Hearing for Learning Initiative Trainees are:

- To undertake six weeks of training including two accredited units in Cert II Aboriginal Primary Healthcare and clinical skills in ear and hearing health.
- Clinical – undertake ear and hearing assessments for children 0 to 16 years of age using video otoscopy, tympanometry, and a basic hearing test.
- Families – educate families about the impact of ear and hearing problems in children and what can be done about it.





Photo by Lauren Roberts, NT News

# Hearing for Learning – training and employment

## What is the training for?

To have local experts – Ear Health Facilitators - who live in the community, have language and who know the families and culture, to help community children to have healthy ears, to hear, listen and learn language, to be happy and enjoy school, playing and communicating with family and friends.

Training will provide learners with work readiness skills, an understanding of ear health assessments including basic hearing tests and an understanding of how to work with the primary health care services and schools within your community.

## Why do the training?

You can gain recognised training that will help kids hear and learn - it may also lead to ongoing employment in the clinic or school.

## Who should apply?

- Aboriginal Australians local to community.
- Can speak local language, and read and write in English
- Has the ability to acquire an Ochre Card.
- Willingness to obtain a National Police Clearance.

## How can you apply?

Talk to the Menzies Hearing for Learning team when we visit your community or contact us on either **0436 835 569** or **hearingforlearning@menzies.edu.au**.

## Is there a job available at the end of training?

Yes, one or two jobs will be available in your community. Those that do all the training will be able to apply for the jobs.

## Pirlangimpi

To sign up call Amelia: 0436 835 569  
Or Renee: 0473 953 612  
Or visit the TITEB office

Next visit: 14<sup>th</sup> – 15<sup>th</sup> December

### Training:

Mon – Thursday. 9am – 2:30pm. Lunch provided

Week 1: 13<sup>th</sup> February – 16<sup>th</sup> February

Week 2: 20<sup>th</sup> February – 23<sup>rd</sup> February

Week 3: 6<sup>th</sup> March – 9<sup>th</sup> March

Week 4: 13<sup>th</sup> March – 16<sup>th</sup> March

Week 5: 27<sup>th</sup> March – 30<sup>th</sup> March

Week 6: 3<sup>rd</sup> April – 6<sup>th</sup> April



**REPORTS FOR DECISION**

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<b>ITEM NUMBER</b>	4.1
<b>TITLE</b>	Pirlangimpi Local Authority Community project
<b>REFERENCE</b>	244967
<b>AUTHOR</b>	Bala Donepudi, Chief Financial Officer

**SUMMARY**

To get the consent of the Pirlangimpi Local Authority to undertake new projects under Local Authority project Funding.

**BACKGROUND**

The Council has received \$ 231,100 in funding for the last three financial years. Projects worth of \$ 142,815 have been approved by the Pirlangimpi Local Authority (PLA). This gives the Pirlangimpi Local authority \$ 38,198 to take up new projects. The Public Toilets Project is on hold.

The NT Department of Housing and Community Development (DHCD) has confirmed that The LAPF funds must be fully expended within 2 years from receipt of the funds or DHCD May request unspent funds to be repaid.

The PLA Community Projects Listing will continue to be used for projects and a new A4 Approved Projects Summary will be used to focus discussion on the status of approved Projects.

The Approved Projects summary has been updated to highlight the total funding received, Total expenditure, the balance to be spent by financial year and the total available for new Projects.

**ISSUES/OPTIONS/CONSEQUENCES**

The aim of today's meeting will be to explain the information presented and get feedback from Local Authority members. The status and expenditure of current projects will be discussed. Any variations required to existing projects and possible unapproved projects will be discussed.

**RECOMMENDATION:**

- 1. That the Pirlangimpi Local Authority reviews and updates the Approved Projects Summary.**
- 2. Notes the funding allocations.**
- 3. Recommends any new projects to Council for approval to proceed.**

**ATTACHMENTS:**

- 1 PLA Project Listing as at 31.10.2022.pdf**

## Pirlangimpi Local Authority Project Funding A/SDC 147802

## Summary of available funding as at 31/10/2022

PLA18-19	2018/19 Grant Funding - must be spent by 30 June 2021	\$57,950
PLA19-20	2019/20 Grant Funding - must be spent by 30 June 2022	\$57,950
PLA20-21	2020/21 Grant Funding - must be spent by 30 June 2023	\$57,600
PLA21-22	2021/22 Grant Funding - must be spent by 30 June 2024	\$57,600
PLAIV18-19		

Income from Vet Services

<b>Total Income:</b>	<b>\$231,100</b>
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## Summary of Completed Projects - Expenditure as at 31/10/2022

	Expenditure	Budget
PLA 18/19 - 1	\$0	\$0
PLA-18/19 - 5	\$0	\$0
PLA14-6	\$0	\$0
PLA-18/19 - 2	\$11,090	\$11,090
PLA-18/19 - 3	\$0	\$0
PLA-18/19 - 7	\$0	\$0
PLA-19/20 - 1	\$0	\$0
PLA-18/19 - 6	\$0	\$0
PLA-18/19 - 8	\$0	\$0
PLA-19/20 - 4	\$0	\$0
PLA-20/21 - 1	\$81,602	\$81,602
PLA-19/20 - 2	\$23,307	\$23,307
PLA-19/20 - 1	\$0	\$0
PLA-19/20 - 3	\$26,816	\$26,816

<b>Total of Completed Projects:</b>	<b>\$142,815</b>	<b>\$142,815</b>
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**Summary of Current Projects - Expenditure as at 31/10/2022**

PLA-18/19 - 4	Two Vet Visits
PLA-18/19 - 6	Public Toilets
PLA-21/22 - 1	Pirlangimpi Community Christmas Event
PLA-21/22 - 2	Swimming Pool Lights

**Expenditure Budget**

	\$5,802	\$6,087
	\$0	\$35,000
	\$0	\$2,000
	\$0	\$7,000
<b>Total of Current Projects:</b>	<b>\$5,802</b>	<b>\$50,087</b>
<b>Total of Completed and Current Projects:</b>	<b>\$148,617</b>	<b>\$192,902</b>

Available for new projects: \$38,198

**Pirlangimpi Local Authority Project Funding A/SDC 147802****Approved Projects Listing - Expenditure as at 31/10/2022****PLA-18/19 - 4  
In Progress****Two Vet Visits**

	<b>GM CD&amp;S</b>
Approved budget	\$6,087
Income from Vet Services	
<b>Total Expenditure</b>	<b>\$5,802</b>
<b>Balance to be spent</b>	<b>\$284</b>

25/02/2019 - LA Approved the Project Under 2018-19 Funding

**PLA-18/19 - 6                      Public Toilets (Project on hold)**  
**Put on Hold - 20/08/2019**

	<b>SSM Melville</b>
Approved budget	\$35,000
Total Expenditure	\$0
Balance to be spent	\$35,000

22/05/2019 - OCM Approved the Project Under 2018-19 Funding  
 20/08/2019 - LAC approved to put project on hold to redirect funds to other projects. \$13,575.10 redirected to PLA18/19-8  
 Is there a resolution from Council - whether this project is closed ? . There is PLA-21/22 - 1 ( Public Toilet ) is approved by MLA 24/08/2021  
 25/05/2021 - That the Pirlangimpi Local Authority gives approval for \$20,000 to be quarantined out of the  
 new 2021/2022 budget to cover costs for public toilet refurbishment

**PLA-21/22 - 1                      Pirlangimpi Community Christmas Event**

	<b>SSM Melville</b>
Approved budget	\$2,000
Total Expenditure	\$0
Balance to be spent	\$2,000

16/11/2021 OCM Approved the Project Under 2020-21 Funding

**PLA-21/22 - 2                      Swimming Pool Lights**

	<b>SSM Melville</b>
Approved budget	\$7,000
Total Expenditure	\$0
Balance to be spent	\$7,000

16/11/2021 OCM Approved the Project Under 2020-21 Funding

**REPORTS FOR DECISION**

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<b>ITEM NUMBER</b>	4.2
<b>TITLE</b>	Local Authority Review Report.
<b>REFERENCE</b>	245028
<b>AUTHOR</b>	Allan McGill, Interim Chief Executive Officer

**BACKGROUND**

The Local Government Unit has been reviewing the operation of Local Authorities and has prepared a report for consideration.

The attachment outlines the background and the current report.

**ISSUES/OPTIONS/CONSEQUENCES**

It is important that the Council consider this report and provide any feedback.

The matter can be deferred to the December meeting to enable consultation with the Tiwi LAs

**CONSULTATION & TIMING**

Comments are due by 20 January 2023 so the Council will need to deal with the matter in 2022.

**RECOMMENDATION:**

**That Council refer the review report to each of the three Tiwi local Authorities and consider the matter again at the December meeting of the Council.**

**ATTACHMENTS:**

- 1 LA Review Report - 12 October 2022 Draft.pdf

# Local Authority Review Report

## 1. Background

Local authorities (LAs) were established in 2014 under section 53B of the former *Local Government Act 2008* (the 2008 Act). LAs were established as a response to concerns from communities that the transition from the former community government councils to regional councils led to a loss of communities' voices in the planning and delivery of council programs and services in their community.

The inclusion of LAs in the structure of regional councils is intended to ensure communities have a say in their regional councils' planning, prioritisation, funding and delivery of services and infrastructure for their community; and the provision of information and feedback to communities about the councils' decisions and activities in that community. The ultimate goal is effective, responsive council services for remote communities.

## 2. Intent of the Legislative Framework

On 1 July 2021, the intent of the 2008 Act was further strengthened when it was replaced with the *Local Government Act 2019* (the 2019 Act). In addition, the previous *Guideline 8: Regional councils and local authorities* (Guideline 8) was replaced by the new *Guideline 1: Local Authorities* (Guideline 1). The provisions in the 2019 Act were in a new chapter entitled Local Decision Making to reinforce the intent and purpose of LAs.

The 2019 Act requires regional councils to seek their LAs' advice and recommendations in relation to the council's budget; their priorities for expenditure; their service delivery; regional plans; strategic directions; and funding. Regional councils must also ensure their strategies and plans are informed by the vision and priorities of the LAs, and must work with their LAs to foster constructive working relationships between the council and community.

The 2019 Act specifically provides for expanded roles for LAs and a mechanism for giving communities a stronger voice in local government matters that affect them. Section 78 defines the functions of a LA:

- to involve local communities more closely in issues related to local government;
- ensure that local communities are given an opportunity to express their opinions on questions affecting local government;
- to allow local communities a voice in the formulation of policies for the locality as well as policies for the area and the region;
- to take the views of local communities back to the council and act as advocates on their behalf;
- to contribute to the development of the regional plan;
- to make recommendations to the council in relation to the council's budget and the part of the council's area within which the LA performs its functions.

Guideline 1 provides how LAs are to operate and be administered by their respective regional councils, including appointments and resignations, meetings, LA member payments and reporting.

## 3. Local Authority Review

In 2021, before the commencement of the 2019 Act, the Department of the Chief Minister and Cabinet (CM&C) started a desktop review (Review 1) of how well regional councils and LAs were meeting the intent of the 2008 Act and Guideline 8. The aim of Review 1 was to identify good practice across the NT as well as areas that could be further strengthened, and to determine what actions could be considered to better support the delivery of the intent



## Local Authority Review Report

of LAs given their expanded roles under the 2019 Act. Review 1 focused on the 66 LAs established across the Northern Territory for the period 1 July 2019 to 30 June 2020.

Review 1 was informed by the information available on regional councils' websites, information held and observations made by CM&C and some feedback and insights provided by regional councils. The findings and draft recommendations were provided to councils and other stakeholders in early 2022 for comment.

The Review 1 report acknowledged limitations associated with any desktop process. However it provided a platform for more discussion with councils, LA members and others, resulting in the direction outlined in this report.

Review 1 confirmed that there is noticeable diversity in the functioning of LAs and the way councils work with them, with some LAs engaging strongly with their communities and working with their councils to deliver on community priorities and aspirations, and some others struggling to meet or attain quorum to enable recommendations to be made about community priorities. Some LAs, with their councils' support, consider broader matters than council business, acting as a forum and conduit for community engagement in matters including local, Territory and Commonwealth government priorities.

In addition, feedback from councils and LA members has indicated that some of the requirements placed on them by the NT Government, or interpretations of these requirements, are impeding their ability to achieve their core functions.

Feedback on Review 1 included the following:

**Role of LAs:**

- a need for greater recognition, promotion and celebration of the strengths of the LA model and more sharing of examples of LAs and their councils successfully achieving the intent of the Act;
- the need for CM&C, councils and LAs to have a clear and common understanding of the definition and scope of their core functions and requirements;

**Flexibility:**

- the need for flexibility in how LAs and their councils deliver on the core functions (or choose to move beyond the core) to respond to differences between communities, their aspirations and the capacity of LAs;
- providing for flexibility for those communities, LAs and councils who want to have more integrated engagement, not just on local government matters. For example, some communities would like to see a single body coordinating community input into local government and NT Government (or broader) planning, services and prioritisation; while others have indicated a preference that LA members continue to focus on local government and other groups are established or continue to provide input into NT Government and broader matters;
- recognition that some LAs are well established with consistent membership who deliver well-regarded outcomes for their communities and council, and others are less established; and that, over time, LAs may cycle through these stages. This impacts on the levels of support needed from councils for their LAs and the level of autonomy LAs may have, and needs to be accommodated in expectations set by CM&C and required of councils;

**Decision making**

## Local Authority Review Report

- LAs should have as much influence and decision-making power as is appropriate to their stage of development and the delegations of the council; for example, some councils have already delegated decision making in the use of LA Project Funding (LAPF) to their LA, and some have delegated decision making over other community funding. The council is the decision-maker about the level of delegation relevant for their LA/s;

**LA Members:**

- a need for greater role clarity, capacity building and support for LA members and LA chairs;
- the need to revisit whether proxies should be permitted for LA members;

**Administration:**

- CM&C should remove any administrative requirements that detract from the ability of the LA and council to deliver on their core function. This needs to be balanced with good governance and accountable administrative process, reflecting that LAs are involved in the use of public resources and should be respected in their communities as informed, well governed and responsive structures;
- performance reporting should be focused on the intended outcome; ie the demonstration by councils of the engagement of communities through their LAs, and of the council's responsiveness to the advice, input and advocacy of their LA, including through the delivery of agreed community priorities;
- LAs should be able to set their own agendas and conduct their own meetings, while recognising the role of councils in managing administration, building capacity and responding to the varying levels of experience and capacity of members;

**Resourcing/support**

- some LAs and their councils continue to see benefit in having CM&C representatives at meetings at least occasionally, to coordinate responses to questions from community and LAs about NT Government matters, as well as to support engagement with other NT Government agencies;
- LAPF is a valuable resource for LAs and their councils to respond to community priorities. However, some councils struggle to spend these funds in the required time frames. The support role of CM&C is important in helping councils to address any barriers to the timely expenditure of funding on community priorities as determined by the LA and council;
- Accessible information should be provided to enable communities to understand how priorities for the use of LAPF are determined, and where they are spent;
- A need for a review of the LAPF guidelines to ensure their alignment with the core intent of the LAs;
- Any changes to the LA model should avoid requiring additional council resourcing. For example, where communities and their LAs want to have a broader role than council matters, there may need to be negotiation of partnering with NTG or others to share costs.

As a result of feedback and further discussions, the focus of the Review 1 report changed considerably into this report. This report emphasises the intent of the legislative framework for LAs and provides a principles-based direction for how this intent will be strengthened across the diverse councils of regional NT.

This review does not anticipate a change in the 2019 Act in relation to the role of LAs; LAs will remain part of their regional council structure, and continue to be subject to the control and direction of their relevant regional council.

## 4. Principles

## Local Authority Review Report

The following principles have been developed to guide the way in which CM&C, regional councils and LAs will support the effective integration and involvement of communities in the system of local government, as intended in the 2019 Act. An amendment to Guideline 1 will be required to fulfil the aspirations below.

PRINCIPLE: Flexible governance	
<i>What does this mean?</i>	<p>All LAs have a core role: to enable their community to have a say in their regional councils' planning, prioritisation, budgeting, and service delivery for their community; and to support the provision of regular feedback to their communities about council activities and the achievement of LA priorities.</p> <p>Councils and their LAs, with their communities, will determine how they deliver the role so it is adaptable to different locations, community aspirations, and capacity. CM&amp;C will facilitate the sharing of examples of good practice from LAs across the NT</p>
<i>What does this look like?</i>	<p>LAs, with their councils, decide:</p> <ul style="list-style-type: none"> <li>• whether they and their community prefer that the LA focus on council business or take a broader approach with a wider range of community matters. If a broader approach is agreed this may need negotiation of support from CM&amp;C or other partners for non-council activities. Also, if a broader approach is agreed community input should ensure it avoids duplicating other community structures, authority or roles and that the role is understood and supported;</li> <li>• how the LA will conduct meetings and engage with their community;</li> <li>• how the LA will prioritise LAPF funds including how community input will be heard, how priorities will be decided, and how decisions and outcomes will be communicated to the community;</li> <li>• whether delegated decision making will be requested from the council;</li> <li>• the nomination process for LA members, with councils seeking LA and community input into their policy on criteria for selecting LA members;</li> <li>• the number of appointed members up to a maximum of 14;</li> <li>• whether the Mayor/President will be a member of LAs beyond their own ward;</li> <li>• the frequency of LA meetings (minimum four per year, with timing to enable input into, and feedback from, council planning);</li> <li>• the location of LA meetings - they should be held in public places to maximise opportunity for community members to attend; and</li> <li>• whether attendance at meetings via phone/video conference will be allowed.</li> </ul> <p>First LA meetings to recommend to council:</p> <ul style="list-style-type: none"> <li>• nomination of LA chair;</li> <li>• the kinds of priorities the LA would like to focus on for their community;</li> <li>• how information about meetings and decisions will be publicised. This must be at least on the council website for transparency for community members; and</li> <li>• the use of interpreters</li> </ul>



## Local Authority Review Report

**PRINCIPLE: Community-centred, place based engagement**

<b>What does this mean?</b>	The way the council and LA engage with each other and the community is place-based and adapts to local needs, languages, time frames and cultural protocols to encourage community involvement.
<b>What does this look like?</b>	<ul style="list-style-type: none"> <li>• LAs will recommend to their council the process for community engagement and two-way communication between the council, LA and community</li> <li>• Community engagement is supported by principles of the Remote Engagement and Coordination Strategy</li> <li>• Communication is clear and accessible.</li> <li>• LAs with their councils decide the nature and format of reports to be provided by councils to LAs – brief, diagrammatic reports are enough</li> <li>• LAs and their councils decide how the feedback about priorities is given to the LA and community in a timely way such as through the Council Community Based Manager, local council member or LA chair outside of meetings if needed</li> <li>• Regional councils support their LAs to host at least one community based event each year to support community input into LA priorities, and council planning. These events may be funded through some LAPF. For example, some LAs may hold community barbecues twice per year: to provide input into LA priorities and council plans for their area; and to receive feedback about how the LA and council has responded to that input.</li> <li>• Information is provided by regional councils in LA meeting agenda papers on: <ul style="list-style-type: none"> <li>○ Decisions that council has made based on the LA's recommendations and advice</li> <li>○ Council resources and service delivery in the community.</li> <li>○ Progress / status updates on LA project recommendations.</li> <li>○ The amount of funding that is available to the LA for community priorities.</li> </ul> </li> </ul>

**PRINCIPLE: Empowerment**

<b>What does this mean?</b>	LAs have authority to effectively carry out their core role as intended in the Act.
<b>What does this look like?</b>	<p>Where LAs seek to do so, regional councils consider opportunities for delegation of relevant decisions to LAs consistent with the <i>Local Government Act 2019</i>, including decision making about priorities for LA project funds</p> <p>Councils, with CM&amp;C assistance, provide training and resources to support professional development of LA chairs and members in governance and the LA role; and clearly communicate the role of LAs and regional councils to communities.</p>

## Local Authority Review Report

PRINCIPLE: Outcome-focused	
<b>What does this mean?</b>	LAs (and communities) can see that their recommendations to the council, based on community engagement, are being acted on; where this is not the case, they are informed of the reason.
<b>What does this look like?</b>	<p>Council annual reports include information that demonstrates how they have engaged with communities via their LA, and the outcomes delivered in response to LA recommendations/decisions.</p> <p>Compliance activity by CM&amp;C will focus on the intended outcome of LAs</p>

PRINCIPLE: Accountability	
<b>What does this mean?</b>	LAs and their councils continue to demonstrate high standards in governance and the use of public resources
<b>What does this look like?</b>	<p>LAs have opportunities for professional development in governance consistent with their core role through their council and/or with support from CM&amp;C if requested</p> <p>Decision making is transparent, focused on the best interests of the community as a whole, and conflicts of interest are managed. Information is accessible to community members about meetings, meeting proceedings, and opportunities for participation. Meetings are generally open to community members unless there is a defined need for confidentiality consistent with the provisions in the <i>Local Government Act 2019</i>.</p>

## 5. Examples of Good Practice

To be discussed with, and provided by, regional councils.

## 6. Next Steps

This report will be provided to regional councils and other stakeholders for comment and input. Regional councils are encouraged to engage with their LAs in developing feedback. CM&C is available to assist as needed.

An implementation plan will be drafted for feedback from regional councils and LAs through their respective councils. The implementation plan will be developed through a reference group led by CM&C with the Local Government Association of the NT, and council and LA representatives.

The final LA Review report and Implementation Plan will be provided to the Minister for Local Government for consideration and approval. It is intended that this will be completed within the first quarter of 2023.

The LA Project Fund grant funding guidelines will be reviewed in 2022-23 in consultation with regional councils along with Guideline 1. Any recommendations for changes will then be advised to the Minister for Local Government for consideration for implementation in 2023-24.

**REPORTS FOR DECISION**

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<b>ITEM NUMBER</b>	4.3
<b>TITLE</b>	Appointing new members to the Local Authority
<b>REFERENCE</b>	245035
<b>AUTHOR</b>	Allan McGill, Interim Chief Executive Officer

**BACKGROUND**

Appointing new members to the Local Authority

**ISSUES/OPTIONS/CONSEQUENCES**

Two nominations received to fill the vacancies. Members are asked to review applications. Once endorsed by the Pirlangimpi Local Authority this application will go to the next Tiwi Islands Regional Council Ordinary Meeting for resolution.


**RECOMMENDATION:**

**That the Local Authority members review the new applications and recommend to Council for appointment to the Pirlangimpi Local Authority.**

**ATTACHMENTS:**

- 1 Nomination Form 1
- 2 Nomination Form LA 2.pdf



<h1 style="margin: 0;">TIWI ISLANDS</h1>			
<h2 style="margin: 0;">Regional</h2>		<h2 style="margin: 0;">Council</h2>	
<h3 style="margin: 0;">Local Authority Membership</h3>		<h3 style="margin: 0;">Application &amp; Declaration</h3>	
			
<p>I (Full Name) <u>Bernard George Pangariminni</u></p> <p>Of (Address) <u>Pirlangimpi Melville Islands</u></p>			
<p><b>Declare that:-</b></p> <ol style="list-style-type: none"> <li>1. I am seeking appointment to the position of ordinary member of a Local Authority.</li> <li>2. I am enrolled as an elector in the Northern Territory/Tiwi Islands/Local Authority Area.</li> <li>3. I do not hold a judicial office (other than Justice of the Peace).</li> <li>4. I am not bankrupt or subject to a composition or arrangement with creditors under the Bankruptcy Act 1966.</li> <li>5. I have not been sentenced to a term of imprisonment (which has not expired) of one year or longer.</li> <li>6. I am not indebted to the council for rates or surcharge and shall not fail to discharge any such debt within 6 months after the debt becomes due and payable.</li> <li>7. I am mentally fit to hold the position of ordinary member of a Local Authority.</li> </ol>			
<p>Signature of Applicant <u>Bernard Pangariminni</u></p>			
<p>Contact Details <u>0487011455</u></p>			
<p>Proof of identity provided      Yes <input checked="" type="checkbox"/>      No <input type="checkbox"/></p>			
<p>Type of Id (e.g. Driver's Licence) .....</p>			
<p>Witness Name <u>Leonie Carpenter</u>      Signature <u>[Signature]</u></p>			
<p>Receiving Officer <u>PATRICIA BROGAN AB</u>      Date <u>.../.../2020</u></p>			
<b>Applicant Details</b>			
<p>Island of Residence      Bathurst <input type="checkbox"/></p> <p style="padding-left: 100px;">Melville <input checked="" type="checkbox"/></p>	<p>Location</p>	<p>Bathurst Island</p>	<p>Pirlangimpi <input checked="" type="checkbox"/></p> <p>Milikapiti <input type="checkbox"/></p>
<p>Skin Group Representative..... <input checked="" type="checkbox"/></p> <p>Non-Skin Group Representative... <input type="checkbox"/></p>	<p>Sex</p>	<p>Male..... <input checked="" type="checkbox"/></p> <p>Female..... <input type="checkbox"/></p>	
<p>Skin Group      Warntarringuwi <input type="checkbox"/></p> <p style="padding-left: 100px;">Miyartuwi <input type="checkbox"/></p> <p style="padding-left: 100px;">Lorrula <input checked="" type="checkbox"/></p> <p style="padding-left: 100px;">Takaringuwi <input type="checkbox"/></p>	<p>Age</p>	<p>Under 25 years <input type="checkbox"/></p> <p>25 – 50 years <input checked="" type="checkbox"/></p> <p>Over 50 years <input type="checkbox"/></p>	
<p>Council Staff.....Yes <input checked="" type="checkbox"/>.....No <input type="checkbox"/></p> <p>Signed Copy to Applicant    Y <input type="checkbox"/>    N <input type="checkbox"/></p>		<p>Copy to Governance &amp; Compliance Manager .... / .... / 2020</p>	
<p><i>Authorised for distribution by Mrs. Valerie Rowland CEO Tiwi Islands Regional Council May 2020</i></p>			

<h1 style="margin: 0;">TIWI ISLANDS</h1>					
<h2 style="margin: 0;">Regional</h2> <h2 style="margin: 0;">Local Authority</h2> <h2 style="margin: 0;">Membership</h2>	 <h2 style="margin: 0;">Council</h2> <h2 style="margin: 0;">Application &amp; Declaration</h2>				
<p>I (Full Name) <u>JOHN VIANWEY TIPUNGWUTI</u></p> <p>Of (Address) <u>Pirlangimpi MELVILLE IS</u></p>					
<p><b>Declare that:-</b></p> <ol style="list-style-type: none"> <li>1. I am seeking appointment to the position of ordinary member of a Local Authority.</li> <li>2. I am enrolled as an elector in the Northern Territory/Tiwi Islands/Local Authority Area.</li> <li>3. I do not hold a judicial office (other than Justice of the Peace).</li> <li>4. I am not bankrupt or subject to a composition or arrangement with creditors under the Bankruptcy Act 1966.</li> <li>5. I have not been sentenced to a term of imprisonment (which has not expired) of one year or longer.</li> <li>6. I am not indebted to the council for rates or surcharge and shall not fail to discharge any such debt within 6 months after the debt becomes due and payable.</li> <li>7. I am mentally fit to hold the position of ordinary member of a Local Authority.</li> </ol>					
<p>Signature of Applicant <u>John V. Tipungwuti</u></p>					
<p>Contact Details.....</p>					
<p>Proof of identity provided      Yes <input checked="" type="checkbox"/>      No <input type="checkbox"/></p>					
<p>Type of Id (e.g. Driver's Licence) .....</p>					
<p>Witness Name <u>Leonie Carpenter</u>      Signature <u>[Signature]</u></p>					
<p>Receiving Officer <u>PATRICIA BROWN RB</u>      Date <u>.../.../2020</u></p>					
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**REPORTS FOR DECISION**

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<b>ITEM NUMBER</b>	4.4
<b>TITLE</b>	Local Authority Resources, Mandatory Training and Review
<b>REFERENCE</b>	245047
<b>AUTHOR</b>	Fay Summers, Governance Coordinator



Local Authority Resources, Mandatory Training, Review

**CONSULTATION & TIMING****Linda Weatherhead**

Director, Policy and Projects

Local Government

Department of the Chief Minister and Cabinet

Northern Territory Government

To present to Local Authority

**RECOMMENDATION:**

**That the Local Authority:**

- 1. Consider the information provided;**
- 2. Elect to complete all required Mandatory Training; and**
- 3. Provide feedback to the Local Authority Review.**

**ATTACHMENTS:**

- 1** Code of Conduct - Local Authority oct 22
- 2** Roles and Responsibilities Local Authorities
- 3** Understanding Conflicts of Interest for Local Authorities

Department of THE CHIEF MINISTER & CABINET

# Introduction to the Code of Conduct

Local Authority Training 2022/23



# Course overview



- An understanding of the Code of Conduct
- The behaviours expected of local authority members
- What happens if a member breaches the Code of Conduct?
- Where to find further information?



## What is the Code of Conduct?

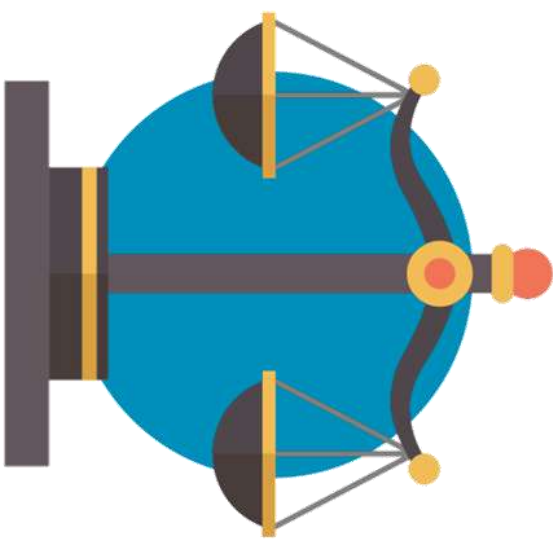
- The Code of Conduct sets the values and standards council and Local Authority (LA) members are expected to follow.
- It guides behaviour in performing your duties as a LA member.
- The Code of Conduct also lets the community know what standards they can expect from LA members.

# 1. Honesty and integrity

**The Code of Conduct requires LA members to behave with honesty and integrity when performing duties.**

Honesty and integrity means being truthful and reliable.

When making decisions, make them for the right reasons. Think about what benefits the community the most.



## 2. Care and diligence

**LA members need to act with reasonable care and diligence in performing their duties.**

This includes reading the agenda ahead of the local authority meeting so you know what the meeting is all about and considering the information.



It also means taking care in what you say and do as a LA member – particularly be careful on social media.



## 3. Courtesy



**Be courteous towards other members, council staff and the community.**

You can do this by being polite and respectful, listening to what others have to say, being on time to LA meetings, and being considerate of others.

## 4. Bullying

**As a LA member, you must respect other members and show good behaviour.**

**The Code of Conduct does not allow bullying, including:**

- Spreading rumours
- Excluding others
- Hurtful comments
- Threats
- Involving family/friends

**This also includes online and text bullying, such as:**

- Sending nasty messages
- Disrespectful comments on social media
- Prank calls and harassment

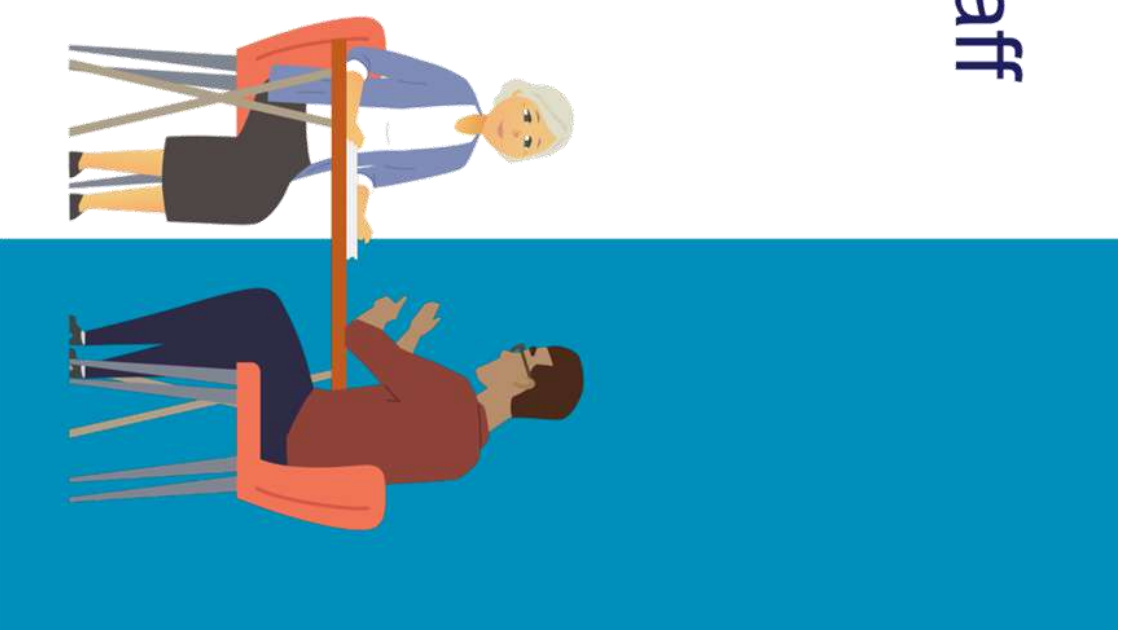




## 5. Conduct towards council staff

**As a LA member, you must not be bossy to council staff.**

- LA members don't direct, manage or tell off council staff. For example, a member should not criticise or say something bad about council staff in the LA meetings.
- The CEO is responsible for managing council staff, and contractors. If you have an issue in relation to council staff you should talk to the CEO or the Community Service Manager in your area.



## 6. Respecting cultural diversity

**You must always be respectful of other people's beliefs, culture, and opinions.**

You must not discriminate against others because of their cultural background or what mob they are from.

For example, people from different cultures or tribes may use different ways of communicating, or there may be issues that prevent them communicating, such as avoidance relationships.



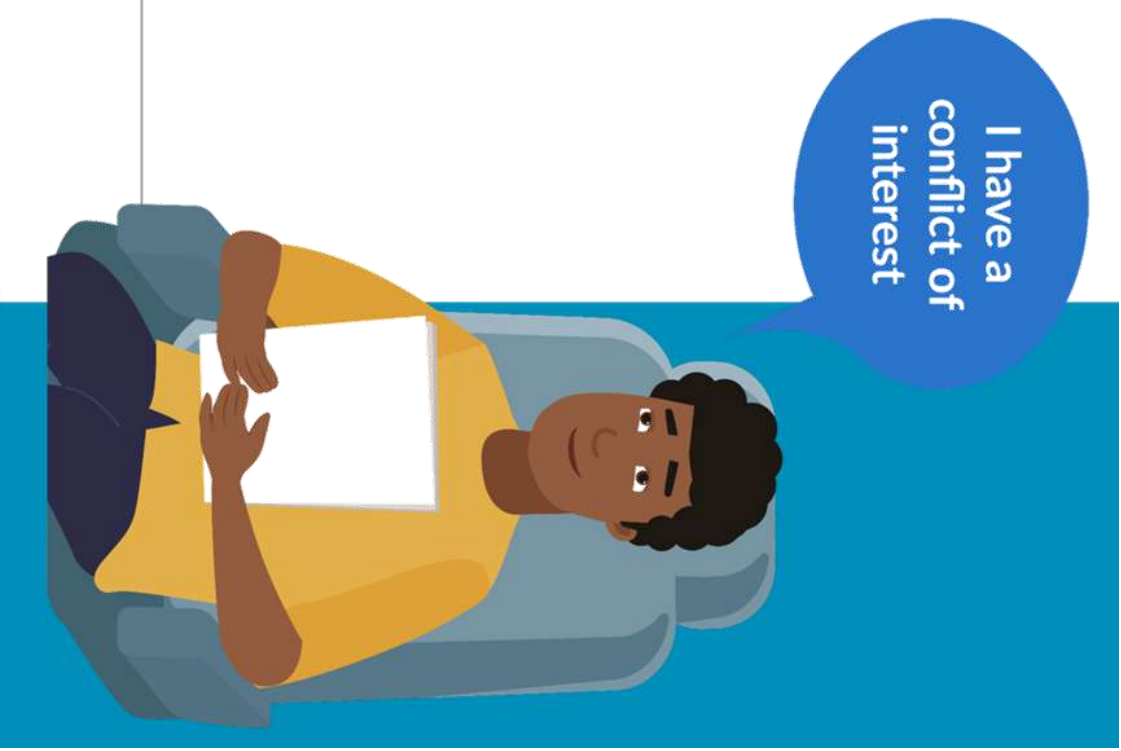
## 7. Conflict of interest

### LA members need to avoid conflicts of interests

This is when your role as a LA member conflicts with another interest that gives you or someone close to you a benefit.

**You must speak up if you think you have a conflict of interest.**

If you say nothing and participate in Making a decision, you could be in breach of the Local Government Act 2019 and be penalised.

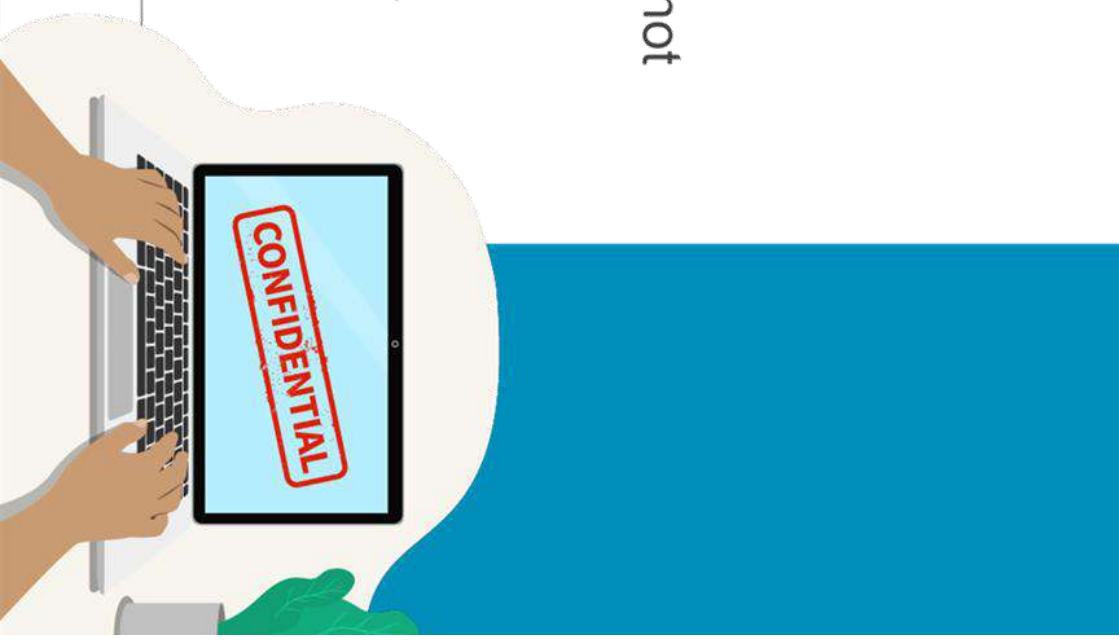


## 8. Confidential information

**As a LA member, you will occasionally receive information that is confidential.**

Confidential information must be kept private and not talked about with others who are not part of the confidential session of the meeting.

You must not use confidential information in a way that could give a benefit or cause harm to another person.



## 9. Gifts

**You must not accept gifts or benefits from someone that might get an advantage from the council or local authority.**

This is because it may look like you are biased or giving favours, especially if that person could benefit from or influence a decision.

Look at your Council Gifts policy or talk to the CEO for further information.

If you are unsure **ALWAYS** ask.





# 10. Accountability



**LA members have an important role to represent and answer to the community.**

LA members should:

- talk to people in their community regularly,
- talk at local authority meetings about what the community wants, and
- keep the community updated about what council is doing.

# 11. Working for all the people in your area

As a LA member, you represent all the people in your local authority area.

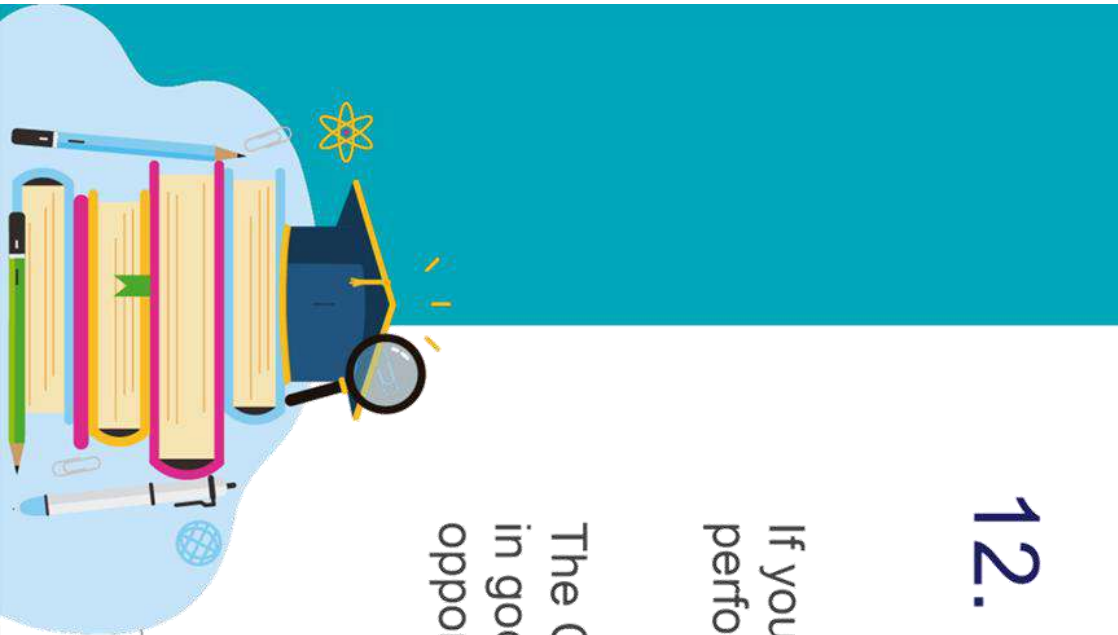
When making recommendations, you will need to think how this will affect the whole area and whether this would be in the long-term interests of all community members.



## 12. Training

If you are offered training, you should do it if it is to help you perform your duties as a LA member.

The Code of Conduct states that you must undertake training in good faith, which means trying to participate in training opportunities when you can.



## 13. What happens if a local authority member breaches the Code of Conduct?

If someone thinks a local authority member has breached the Code of Conduct, a complaint can be submitted with the CEO of the council.

The council will then make a decision about the complaint.





# Resources

**For more information, view the following resources:**

- Code of Conduct - Schedule 1 of the Local Government Act 2019



Department of THE CHIEF MINISTER & CABINET

# Roles and Responsibilities of Local Authority Members



# Course overview



- The role of a local authority member
- How are local authorities formed?
- What is the business of the local authority
- What is the business of council
- Responsibilities of local authority members
- Engaging your community
- Local Authority Project Funding

# 1. What is the role of a local authority member?

**A local authority member is the voice of people in their community. Their role includes:**

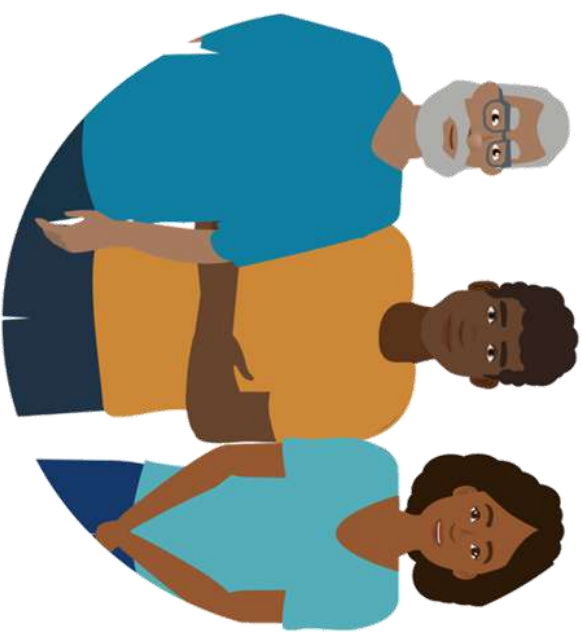
- Supporting your community to have a say in council business.
- Providing recommendations to the council.
- Let the community know what the council is doing.





## 2. How are local authorities formed?

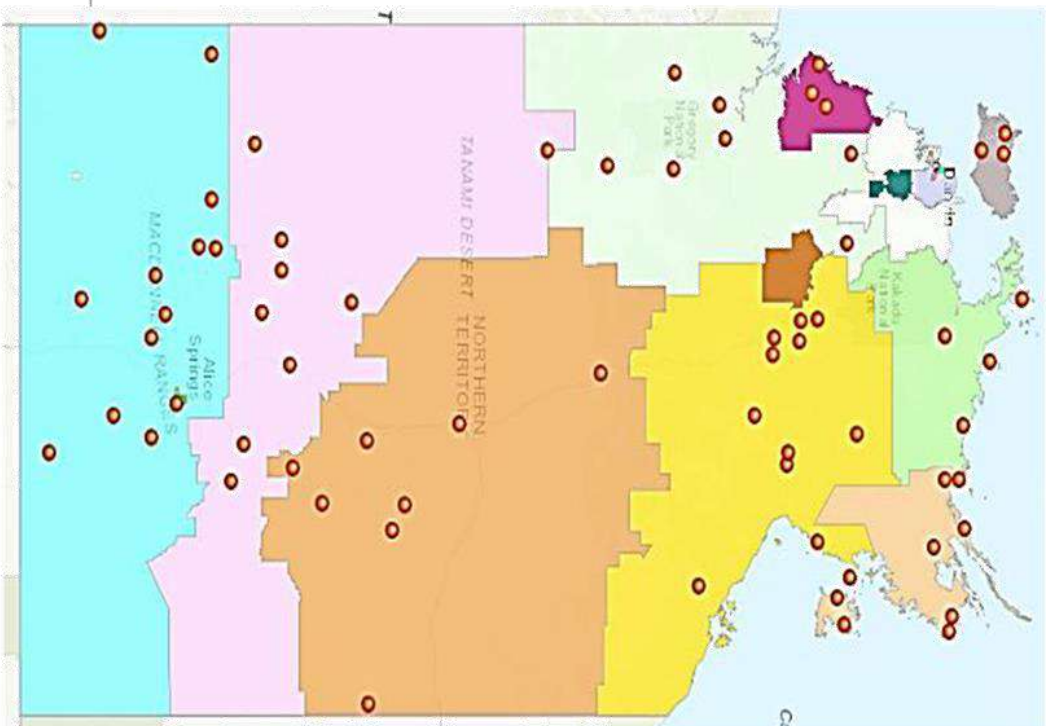
- It is the Minister for Local Government that picks the local authorities for your regional council.
- The council creates the local authority and the area it covers.
- The council will decide on the number of members for the local authority.
  - 6 is the minimum number and 14 is the maximum.
- The local authority includes at least one council member from the local authority's ward.



# Where are the Local Authorities?

There are currently 67 Local Authorities  
Local Authorities are connected  
with the following regional councils:

- Barkly
- Central Desert
- East Arnhem
- MacDonnell
- Roper Gulf
- Tiwi
- Victoria Daly
- West Arnhem
- West Daly



### 3. What is the business of a local authority?

Local authorities work with their communities and their council on local issues and priorities.

The Local Authority provides advice to the council on:

- budget
- priorities for expenditure
- service delivery
- regional plans
- strategic directions
- funding



## 4. What is the business of council?

The business of a council in the Northern Territory includes making decisions on services and infrastructure to the council are...

- waste collection
- roads
- street lighting
- libraries
- parks and gardens
- community events

Regional councils also often deliver services such as aged care, disability services, youth programs and early childhood/child care. They help plan and deliver community projects that have been identified as priorities by each local authority.





## 5. What are the responsibilities of local authority members?

### Local Authority members:

- Attend meetings (meetings must be held at least 4 times a year)
- Make recommendations to council about issues in their area
- Provide recommendations to council about Local Authority Project Funding
- Exercise any delegated powers from the council
- Comply with the code of conduct
- Act in the best interests of your area
- Declare any conflicts of interest

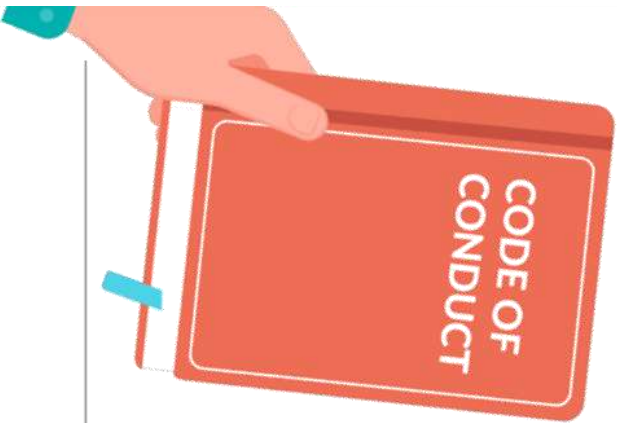


# Code of Conduct

The Code of Conduct outlines the expected behaviour of council and local authority members.

The Code of Conduct requires members to:

- Act with honesty and integrity; care and diligence; and courtesy
- Be respectful to each other and council staff; of culture and diversity; and of confidential information shared with them.
- Declare conflicts of interest and gifts that may influence their decision
- Be accountable to the community and act in the interests of all
- Take part in training where required.



## 5. What is the role of the Chair?

### The Chair is appointed by the Local Authority members.

They have the same roles and responsibilities as other local authority members, but they also have some extra roles. These include:

- Chairing meetings of the local authority
- Running a good meeting, keeping everyone on track and respectful.
- Making sure all voices are heard and the local authority is making good recommendations to the council.



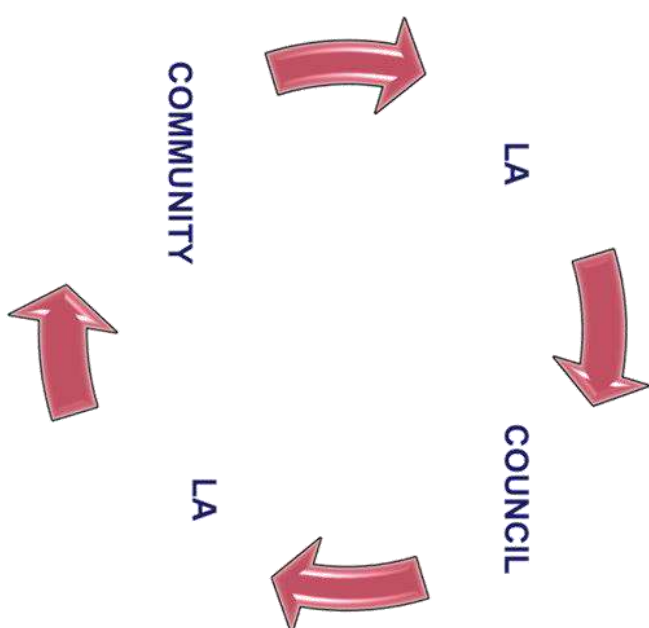
## 6. How can I perform my role well?

**You should know what is going on in your community.**

Talk to the community about their concerns and what they would like council to do for them and provide this feedback to council.

Think about the information and the options and what the community needs.

It is important to ask questions about things that are not clear and seek more information.



## 7. Local Authority Project Funding

**Each local authority has a bucket of money to assist with local projects.**

- You should talk to your community about what is needed and make recommendations for how this money should be used. e.g playgrounds or street lighting.
- You might also want to use the money to support the local authority and local councillors to understand their roles and how to achieve the best outcomes for the community.





## Resources

**For more information, view the following resources:**

- The Local Government Act 2019 at Part 7.2 talks about declaring interests, conflict of interests, and gifts and benefits.
- The Code of Conduct is contained at Schedule 1 to the Act also covers the areas in this module.
- The Local Authority Project Guidelines can be found here:  
[https://cmc.nt.gov.au/data/assets/pdf\\_file/0010/595585/local-authority-project-funding-guidelines.pdf](https://cmc.nt.gov.au/data/assets/pdf_file/0010/595585/local-authority-project-funding-guidelines.pdf)



Department of THE CHIEF MINISTER & CABINET

# Understanding conflicts of interest

Local Authority Member course 2022/23



# Course overview

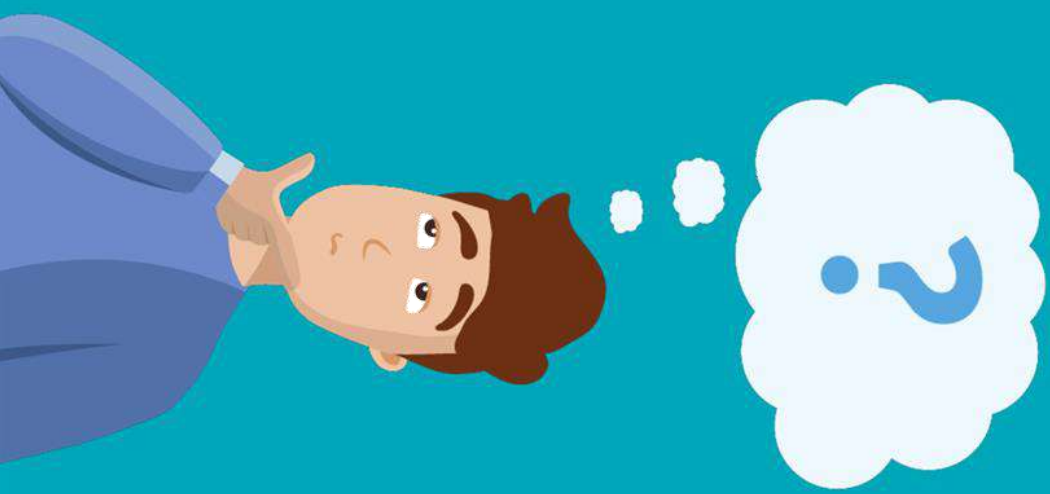


1. What is a conflict of interest?
2. Understand when conflicts of interest happen.
3. How and when to disclose a conflict of interest
4. How to manage a conflict of interest and where to find support

# What is a conflict of interest?

A conflict of interest is when you or someone close to you, or an organisation that you are involved in, might benefit from a decision due to your role as a local authority member.

The benefit could be money, work or other things.



# 1. What is a conflict of interest?

Someone close to you might include a family member or relative, roommate, friend, business partner or business relationship (like a company you regularly do business with).

If you have a conflict of interest it may effect your decision and others may think that the decision is biased.

**Always ask if you're unsure.**



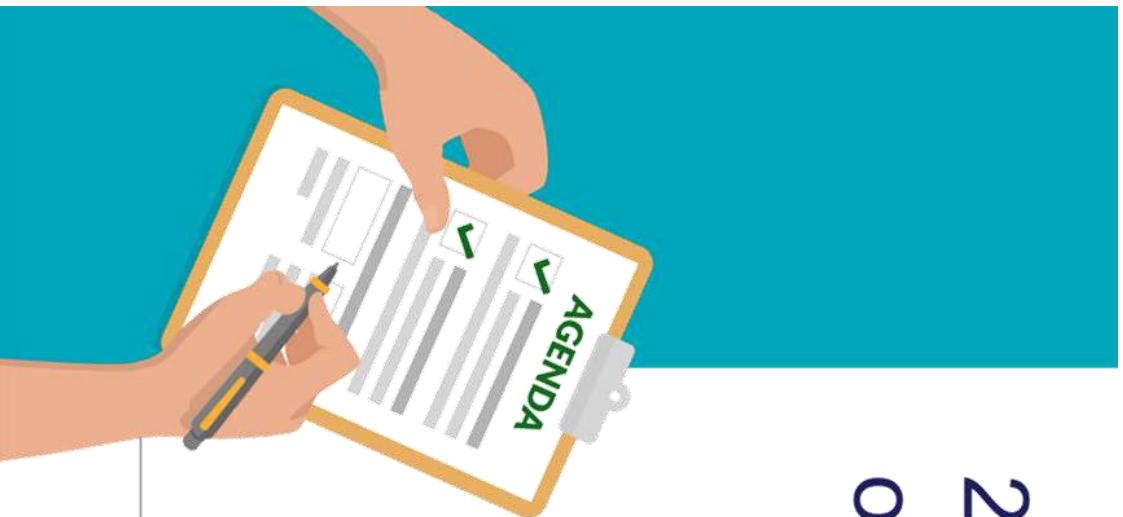




# 1. What is a conflict of interest?

## This can include:

- involvement in an organisation that deals with the council or does work for the council
- any benefits, concessions or discounts that you receive that may effect your work on the Local Authority
- gifts received that may influence your decision making
- interests in land,, housing, services or infrastructure that may be subject to council decisions



## 2. How do I identify a conflict of interest?

It is your responsibility to check through all of the agenda items before the meeting, and ask yourself if you have a conflict of interest.

**It is important to speak up if you think you might have a conflict of interest.**

## 2.1. Example of a conflict of interest

Bernie is an LA member. He also runs a gardening business. The council wants to employ someone to do mowing and maintenance of the oval and park in your community and asks for quotes for the work. Bernie submits a quote to do the job.

The LA is going to recommend to the council that work in the community should be conducted by local people if possible.

Bernie has a conflict of interest because his business might benefit from the recommendation to employ local people.

Bernie should leave the meeting when the LA is discussing the recommendation.

After the LA have made a decision, Bernie can return to the meeting. He must not make comments or ask questions about their decision, as the LA may not have agreed on the recommendation yet and have moved to the next agenda item. Bernie see what happened from the meeting minutes.



## 2.2. Example of Conflict of interest

Mary is an LA member. The council needs to decide which roads to improve this year and have asked the LA for their priorities. One of the roads to be considered is the road to Mary's family's outstation. Mary has a **conflict of interest** because the road would provide a benefit to her family.

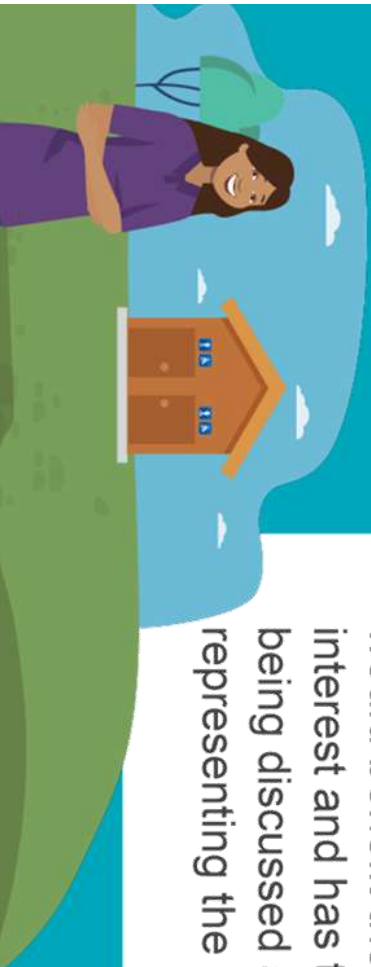
However, if the road also serviced *other* outstations or other parts of the community then Mary **does not** have a conflict of interest because the road will also benefit the wider community and not just Mary's family.



## 2.3. Example of conflict of interest

Angela is a member of the land council and the LA. The council are considering negotiating an agreement with the land council so that empty land in the LA area can be used for a park. The council has asked the LA for their recommendation.

Although everyone might think this is a good idea and would benefit the community, Angela has a conflict of interest and has to leave the room when the matter is being discussed at the LA because she might be seen as representing the land council in discussions.





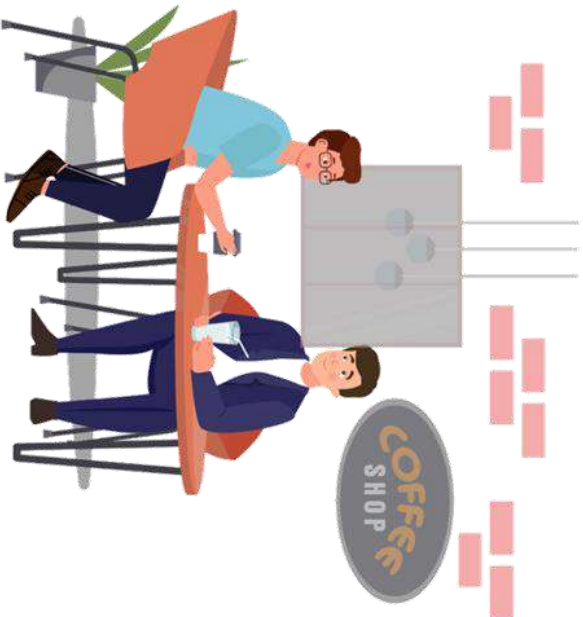
### 3. Will others think it is a conflict of interest?



**Sometimes, you might not have an actual conflict of interest, but other people may think it is (reasonably, of course).**

This is called a 'perceived conflict of interest' and is just as significant as having an actual conflict of interest.

### 3. Perceived conflict of interest



For example, your cousin might be seeking a contract with council to provide skip bins and remove waste in your community.

You might not get any benefit, but people in the community might think that you potentially influenced the decision.

In this situation, it is always safest to declare a conflict of interest and leave the room when the Local Authority meeting is considering this item.

## 4. What should I do if I have a conflict of interest?

**Don't be embarrassed if you have a conflict of interest.**

Local Authority members have good connections with the community, families who live in the area, and in surrounding communities, and are involved in sports clubs and other organisations, so conflicts of interest often arise.





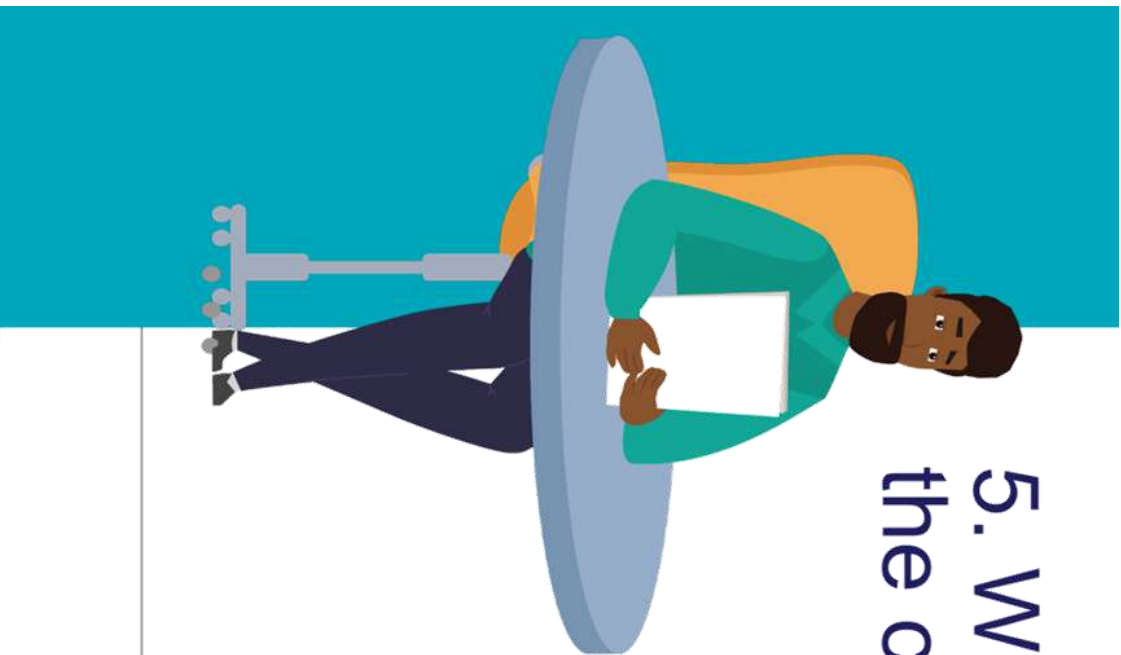
## 4. What should I do if I have a conflict of interest?

**As soon as you become aware of a conflict you should declare it.**

You can declare it before the meeting or at the start of a meeting.

If you don't realise you have a conflict until later in the meeting, you need to declare as soon as you realise.

When the item comes up for discussion you must leave the room. When the discussion has finished, you may re-enter the room. Remember - you cannot take part in any decision making about that item.



## 5. What happens if I don't disclose the conflict of interest?

**Local Authority members have a duty to declare a conflict of interest.**

**Not disclosing a conflict of interest is an offence under the *Local Government Act 2019*.**

It may also be improper conduct under the *Independent Commissioner Against Corruption Act*.

If you do not disclose a conflict of interest or do not leave the meeting room, any decisions made by council on the LA recommendation can be questioned by a court and overturned or cancelled.

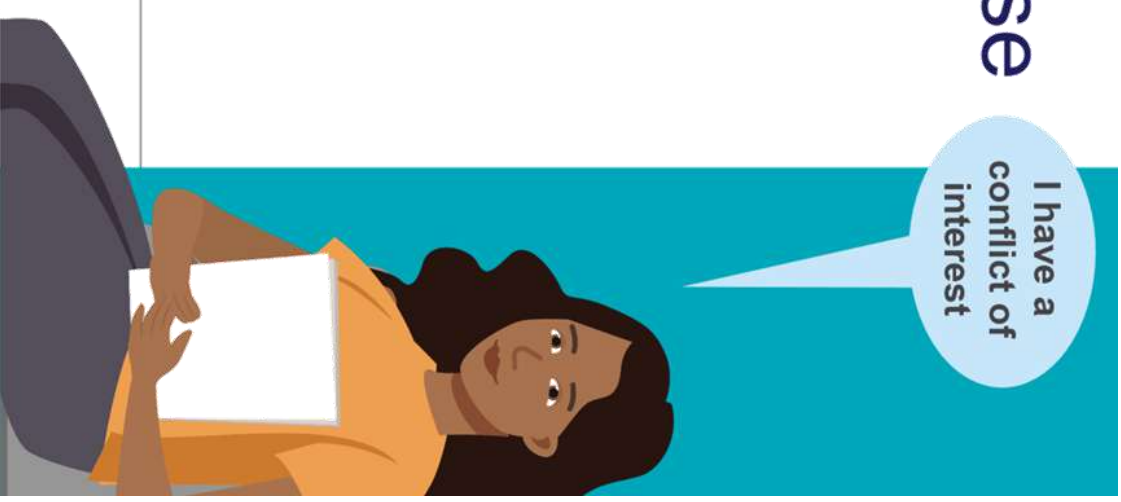


## 5. What happens if I don't disclose the conflict of interest?

Your reputation in the community may be damaged if you are seen to be getting benefits for yourself, your family, friends or business partners because of your role as a LA member.

It is always safest to declare a conflict of interest and to not participate in the LA's discussion or decision.

This will help to ensure that LA recommendations are made in the best interests of the whole community.

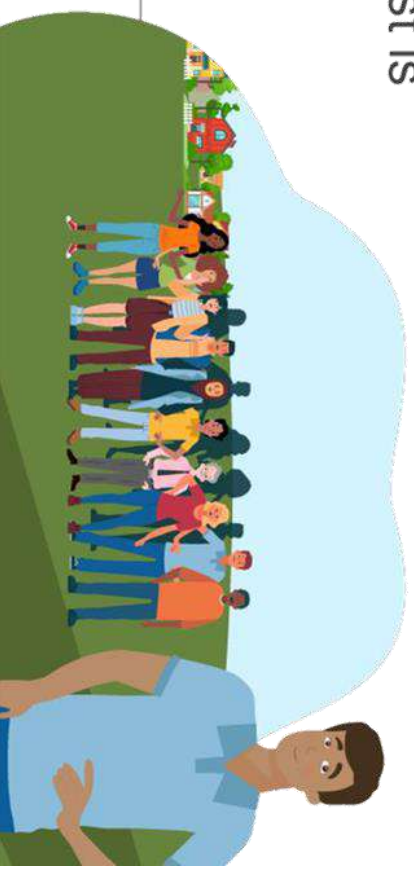


## 6. When it's not a conflict of interest

**In some circumstances you do not have a conflict of interest if the interest is shared with other people in the community.**

For example, the LA might recommend to council that the community footy oval is upgraded, or to put in new street lighting.

While you might get a benefit, these situations are not conflicts of interest, as the interest is shared with others in the community.



## 7. Who can I talk to?

If you are unsure about whether you have a conflict of interest, you can talk with your Chair or the CEO.

If you think another member has a conflict of interest you should talk to the Chair.

It's important to ask questions and speak up so you know your responsibilities as a LA member.



**BUSINESS ARISING**

---

<b>ITEM NUMBER</b>	6.1
<b>TITLE</b>	Garden Point replacement of Fleet items
<b>REFERENCE</b>	245005
<b>AUTHOR</b>	Stanley Orlandi, Fleet Manager

**BACKGROUND**

Garden Point fleet requirements

**ISSUES/OPTIONS/CONSEQUENCES**

I have gone over the fleet at Garden Point and they will require replacement as follows

- 1) A new loader is required for the town site road maintenance and repairs / maintaining of the rubbish tip to environmental standards / to also be utilized as a fork lift for town services. The Case loader there in Garden Point is not mobile and has major Trans and engine faults and is over 30 years old and will not be cost effective OEM to repair. Attached is 3 x quote for replacement. Can give more detailed info as required on cost of repairs.
- 2) Garden Point also require a ride on mower also as they only have the 1 and it is under repair, it is required to mow the airport and maintain the town site to keep it in a safe and clean condition.
- 3) Required town services Ute to update the un-roadworthy Ute they presently have once again the cost of repair is a waste of recourses and will be an ongoing cost. I will attach quotes on each piece of plant for you to access.

**CONSULTATION & TIMING****RECOMMENDATION:**

**That Council review budget to facilitate expenditure required for replacement of Fleet items.**

**ATTACHMENTS:**

- 1 Lawn mower quote.pdf
- 2 Mahindra ute quote.pdf
- 3 Tiwi Island - Cat 924 IT Written Quote.pdf
- 4 Komatsu WA200PZ\_6 quotation - Tiwi Islands Regional Council 220325.pdf
- 5 victory quote-1.pdf



# THE BIG MOWER (NT) PTY LTD

3 Lee Street  
Winnellie NT 0820  
Phone : 08 8947 2244

43 Fairweather Cres  
Coolalinga NT 0839  
Phone : 08 8983 1400

Email : [info@thebigmower.com.au](mailto:info@thebigmower.com.au)

## Quote

ABN No. 17 101 982 076

Quote # : 24582

TIWI ISLANDS REGIONAL COUNCIL  
PMB 267  
WURRUMIYANGA VIA WINNELLIE  
NT  
Australia 0822

Date : 21/11/2022  
Order No :  
Account : 681  
Reference :  
Sales Rep : Emmanuel Porio  
Quote Expires 21/12/2022  
Page No. : 1  
Job Number :

Code	Description	Quantity	Rate	Total
RAPTOR XD54	RAPTOR XD 54" WITH KAW 23H/P M/N HU939751EX	1.00	10999.00	10999.00
RAPTOR XD48	RAPTOR XD 48" WITH KAWASAKI 23H/P HU940510EX	1.00	10399.00	10399.00
/N	Good Day Stan,			

Thank you for the opportunity for this quote, ETA for the XD 54" would be around end of Dec. We have the XD 48" available and i can put this on the barge this wednesday for you. If you have any more queries, please do not hesitate to contact us.

Kind Regards,

Eman

Thank you for your custom.  
We appreciate the opportunity to present this Quote.

Freight	0.00
Rounding	0.00
GST Content	1945.27
GST Inclusive	21398.00



1 England St

Dandenong Sth VIC 3175

PH: 03)9706 5266 or 1300 SAFELIFT  
www.safeliftsolutions.com.au

**Safelift Solutions**

A.B.N. 40 787 959 969

**Quote****Invoice No. 00014356****Bill To:**

TIWI ISLANDS COUNCIL NT  
TIWI ISLANDS NT 0822

**Ship To:**

TIWI ISLANDS COUNCIL NT  
TIWI ISLANDS NT 0822

Sales Person	Your P.O No.	Ship Via	COD	Prepaid	Ship Date	Terms	Date
						Net 30th after EOM	14/04/2022

QTY	ITEM NO.	DESCRIPTION	PRICE	UNIT	DISC %	TOTAL
1	STOCK 1262 / VL360E	NEW 10/21 VICTORY VL360E WHEEL LOADER. 125HP DIESEL ENGINE. POWERSHIFT TRANS. A/C CABIN. HYD QUICK HITCH. 4in1 BUCKET. PALLET FORK ATTACHMENT & SPARE WHEEL. SERIAL No: 636149 ENGINE No: 6P21L074248	\$75,900.00			\$75,900.00
1	FREIGHT	AT COST TO CLIENT				
<b>Comment:</b> 12 MONTHS PARTS ONLY WARRANTY			Sale Amount: \$75,900.00 Freight: \$0.00 GST GST: \$6,900.00 Total: \$75,900.00 Paid Today: \$0.00			
			<b>Balance Due:</b>		<b>\$75,900.00</b>	

**Banking Details:**

Bank: NAB  
Account Name : LLIANELLI ASSET GROWTH P/L T/  
AS SAFELIFT SOLUTIONS  
BSB: 083 337  
A/C: 598663190

**Cheques Payable to:**

LLIANELLI ASSET GROWTH P/L T/AS  
SAFELIFT SOLUTIONS

Late payment of this invoice may incur a late payment fee of 5% of invoice value per month.  
Title to items on this invoice remain with Safe Lift Solutions until this invoice is paid in full.  
Safe Lift Solutions reserves the right to remove items from site if this invoice is not paid by the due date.



# QUOTATION

QUOTE NUMBER | 167368-01

REVISION | 01

Apr 19, 2022

## CATERPILLAR 924KCL2

PREPARED FOR  
TIWI ISLANDS REGIONAL COUNCIL

Hastings Deering (Australia) Limited  
ABN 49 054 094 647

[www.Hastingsdeering.com.au](http://www.Hastingsdeering.com.au)  
Call 131 228

HEAD OFFICE  
QUEENSLAND

NORTHERN TERRITORY

Kerry Rd Archerfield - PO Box 46 Archerfield QLD 4108  
Brisbane - Cairns - Emerald - Gold Coast - Mackay - North  
Coast - Mount Isa - Rockhampton - Toowoomba - Townsville  
Darwin - Alice Springs - Gove



Hastings Deering



Hastings Deering167368-01  
Apr 19, 2022

Quote No# 167368-01

Apr 19, 2022

TIWI ISLANDS REGIONAL COUNCIL  
PMB 267  
WINNELLIE  
Northern Territory  
0822

Dear STANLEY,

Thank you for the opportunity to quote on your equipment needs, we trust it will meet your requirements.

We understand that a machine is an investment in the future of your business. When you purchase a Cat machine you not only get reliable performance and productivity, you are partnering with Hastings Deering for the life of your equipment.

At Hastings Deering, we not only provide the best equipment in the world, we also provide expert solutions to keep our customers moving. You can rely on us to go the extra mile to provide uncompromising service, wherever you are.

With the support of more than 3000 employees, across 23 business centres throughout Queensland, Northern Territory, Papua New Guinea, the Solomon Islands and New Caledonia, we are committed to ensuring your needs come first.

Our goal is to ensure that you achieve the highest return on your investment by providing the best product and aftersales service available, seven days a week, 24 hours a day.

This includes HDAdvantage, our aftersales service program designed to increase the reliability and profit-making potential of your Cat equipment through proactive monitoring of machine maintenance and health issues throughout your warranty period.

Thank you for your interest in Hastings Deering and Caterpillar products for your business. This quotation is valid for 14 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Michael Beeby on behalf of George Brown  
Machine Sales Representative  
George.Brown@hastingsdeering.com.au  
+61427149393  
www.hastingsdeering.com.au



Hastings Deering

167368-01  
Apr 19, 2022

**One (1) New Caterpillar Model: 924KCL2 BCP WHEEL LOADERS with all standard features and additional specifications listed below:**

#### **BASE MACHINE STANDARD FEATURES**

##### **POWERTRAIN**

Axle seal guards  
Auto idle shut down feature  
Caterpillar C7.1 ACERT engine  
-Power Modes (Standard and Performance)  
-Power by Range (High Power in Range 4)  
-Tier 3/Stage 3A compliant  
-Turbocharged & aftercooled  
-Filtered crankcase breather  
Coolant protection to -34C (-29F)  
Differentials front and rear open  
Dry type air cleaner  
Enclosed wet disc full hydraulic brakes  
Fuel priming pump, automatic  
Fuel water separator  
Hydraulically driven demand cooling fan  
Hydrostatic transmission with electronic

control

-Operator Modes (Default, TC, Hystat and Ice)  
-Directional Shift Aggressiveness (Fast, Medium, Slow)  
-Rimpull control, adjust wheel torque  
-Creeper control, adjust ground speed  
Lubed for life driveshafts  
Parking brake, electric  
Single plane cooling package wide 6 fins per inch density  
S.O.S port, engine, coolant and transmission oil  
Thermal starting aid (Glow plugs)  
Throttle lock and max speed limiter

##### **HYDRAULICS**

Automatic lift and bucket kickouts, adjustable in-cab  
Bucket and Fork Modes, adjustable in-cab  
Cylinder damping at kickout & mechanical end stops  
Fine Mode control (Fast, Medium, Slow) in Fork Mode

Hydraulic Response setting (Fast, Medium, Slow)  
Hydraulic diagnostic connectors and S.O.S ports  
Hydraulic sight gauge, visible  
Load sensing hydraulics & steering  
Seat mounted hydraulic joystick controls

##### **ELECTRICAL**

Alternator, 115-amp, heavy duty  
12v power supply in cab (2)  
Batteries, 1,000 CCA (2) 24 volt system, disconnect switch  
Back up alarm  
Emergency shutdown switch

Halogen work and roading lights, LED rear tail lights  
Heavy duty gear reduction starter  
Remote jump start post  
Resettable main and critical function breakers



Hastings Deering

167368-01  
Apr 19, 2022**OPERATOR ENVIRONMENT**

75 mm(3 in) retractable seatbelt, with audible alarm and indicator  
Automatic temperature control  
Cab, enclosed ROPS/FOPS pressurized and sound suppressed  
Cup holders  
External mirrors with lower parabolic  
Ground level cab door release  
Gauges  
-Digital hour meter, odometer & tachometer  
-Digital ground speedometer and direction indicator  
-Engine coolant temperature gauge  
-Fuel level indicator  
-Hydraulic oil temperature gauge  
Hydraulic control lockout

**OTHER STANDARD EQUIPMENT**

Large-access enclosure doors with adjustable close/open force  
Parallel lift loader linkage  
Recovery hitch with pin

Interior cab lighting, door and dome  
Interior rear view mirrors (2)  
Lunch box storage  
Operator warning system indicators  
Radio ready speakers  
Rear window defrost, electric  
Seat mounted electronic implement controls, adjustable  
Sliding glass on the side windows  
Column mounted multi function control - lights, wipers, turn signal  
Suspension seat, fabric  
Tilt and telescopic steering wheel  
Tinted front glass  
Wet arm wiper/washer, 2 speed and intermittent front

Remote mounted lubrication points  
Vandalism protection:  
lockable compartments



Hastings Deering

167368-01  
Apr 19, 2022**MACHINE CONFIGURATION**

924K Caterpillar Wheel Loader  
 Platform Harness  
 Hyd, 3V, Coupler Ready, Std Lift  
 Hydraulics, LCV, Standard Lift  
 Steering, Standard  
 Weather, Standard  
 Diff, Diff Lock Front, Std Rear  
 Lights, Rooding, Led, LH  
 Cab, Enclosure  
 Windshield Wiper, Front & Rear  
 Std Radiator - W/O E-Coat  
 Engine, Std Cab  
 Monitor, Secondary Display  
 Seat, Deluxe  
 Lights, Aux Led Premium  
 Standard Radio (12v)  
 Fenders, Standard  
 Counterweight 564kg, Heavy, 4pcs  
 Aux ECM  
 Ride Control  
 Camera, Rear View  
 Warning, Beacon, Led Strobe

Visor Gp-Cab  
 Guard, Powertrain, Lower  
 Guard, Powertrain, Side  
 Guard, Crankcase  
 Toolbox Group  
 Breather Group  
 Conversion, License Plate  
 Autolube  
 Quick Coupler, Fusion  
 Jumper Lines, 3rd Function  
 Certificate Of Origin, English  
 Prep Pack, LRC

**Bucket - GP, 2.3 M3, Fusion**  
 Cutting Edge, Bolt On, 4 Piece  
 Product Link, Cellular PI641  
 Carriage, Pal C3/4, 1566mm, Fus  
**Arm, Material Handling, Fusion**  
 Roll On-Roll Off  
 Transport Protection  
 Environment, Low Debris  
**Fork Tine, 60 X 150 X 1524mm**  
 Tires, 20.5r25 Mx Xha2 \* L3

**DEALER PROVIDED FEATURES**

Test Fit Attachment  
 Activate Product Link System

Assemble And Test - Pallet Forks  
 Assemble - Machine - 924K

Hastings Deering

167368-01  
Apr 19, 2022**PRICING INFORMATION**

	Ex GST	GST	Incl GST
SELL PRICE	\$316,444.82	\$31,644.48	\$348,089.30
<b>SUBTOTAL</b>	<b>\$316,444.82</b>	<b>\$31,644.48</b>	<b>\$348,089.30</b>
<b>INVOICE TOTAL</b>			<b>\$348,089.30</b>

**EQUIPMENT PROTECTION PLAN**

Standard Warranty: 12 Month / Unlimited Hours Caterpillar provides a comprehensive warranty for a period of 12 months from the date of delivery. Full details are provided on Caterpillar Warranty Statement SELF5741.

Extended Protection Plan: 36 month / 6000 hr powertrain + hydraulics (valid from month 13 through to month 36 of ownership). Full details are provided as noted below.

Hastings Deering can offer customised coverage plans to suit your preferred length, coverage type & utilisation.

**HD ADVANTAGE**

Hastings Deering will provide an aftersales condition monitoring service for the duration of the aforementioned Extended Protection Plan Period. This includes machine conditioning monitoring, PM Alerts, connectivity (via VisionLink Daily or [my.cat.com](http://my.cat.com) as applicable) based on the agreed Hastings Deering's Sales Terms applicable to this Quote. Caterpillar's Data Governance Statement, together with Caterpillar's Global Privacy Statement and any applicable privacy notices which describe how information and data may be collected, shared and used, is available at <https://www.caterpillar.com/en/legal-notices/data-governance-statement.html>

**ESTIMATED DELIVERY**

To be confirmed at date of order acceptance by Hasting Deering.

**FINANCE**

For more information regarding financing your machine please contact Cat Finance on:

Phone: 03 9953 9024

Phone: 03 9953 9029

Email: [CFALQLD@cat.com](mailto:CFALQLD@cat.com)



Hastings Deering

167368-01  
Apr 19, 2022**QUOTE ACCEPTANCE**

Hastings Deering (Australia) Limited (Hastings Deering) would like to thank you for the opportunity to quote on your requirements. If you wish to purchase the quoted Goods, please sign this document and return it to Hastings Deering. Your signature constitutes an Order by the Customer to purchase the Goods in accordance with Hastings Deering's Sales Terms available at [www.hastingsdeering.com.au](http://www.hastingsdeering.com.au). Capitalised terms in this document have the meaning as set out in the Sales Terms.

By signing this document and accepting Hastings Deering's quotation (as summarised on previous page) a binding contract is created between the Customer and Hastings Deering for the sale and purchase of the Goods incorporating the Sales Terms.

By signing this document, you warrant that you have full authority to sign this document on behalf of the Customer and to bind the Customer to the Sales Terms.

Hastings Deering's Sales Terms will apply to the supply of Goods by Hastings Deering to the Customer, despite any conflicting terms proposed by the Customer, unless expressly waived in writing by Hastings Deering.

Once your Order has been accepted by Hastings Deering, a machine will be allocated to the Customer. As a result the Order will become firm and irrevocable. In the event that the Customer would like to reschedule this Order, any reasonable costs incurred by Hastings Deering such as machine preparation or inventory holding costs of the machine until sold may be recoverable from the Customer.

Hastings Deering cannot guarantee a delivery date due to external factors that are reasonably beyond our control such as (but not limited to) shipping, attachment availability and/or a force majeure event. Failure to deliver the Goods by the estimated delivery date will not entitle the customer to terminate the Order or claim compensation of any nature.

**Caterpillar 924KCL2 as per quotation supplied: # 167368-01**

Quote Date: Apr 19, 2022 Quote valid for 14 days from date of quote.

Delivery Address: \_\_\_\_\_ Estimated Delivery: Brisbane

Estimated Delivery time is from the receipt of an authorised purchase order, subject to prior sales and/or attachment availability. Hastings Deering (Australia) Limited cannot guarantee a delivery date due to external factors that are reasonably beyond our control such as (but not limited to) shipping, attachment availability and/or a force majeure event. However, every effort will be made to deliver the machine by the specified date.

**PRICING INFORMATION**

	Ex GST	GST	Incl GST
SELL PRICE	\$316,444.82	\$31,644.48	\$348,089.30
<b>SUBTOTAL</b>	<b>\$316,444.82</b>	<b>\$31,644.48</b>	<b>\$348,089.30</b>
<b>INVOICE TOTAL</b>			<b>\$348,089.30</b>

Hastings Deering167368-01  
Apr 19, 2022**INVOICING DETAILS**

Company Name: \_\_\_\_\_

Company ABN: \_\_\_\_\_ Rego Client No: \_\_\_\_\_

Address: \_\_\_\_\_

**TERMS AND CONDITIONS**Hastings Deering Sales Terms (available at [www.hastingsdeering.com.au](http://www.hastingsdeering.com.au)) form part the contract between the parties**TIWI ISLANDS REGIONAL COUNCIL****Hastings Deering (Australia) Limited**\_\_\_\_\_  
**Signature of Authorised Representative**\_\_\_\_\_  
**Signature of Authorised Representative**\_\_\_\_\_  
**Customer Name**\_\_\_\_\_  
**Salesman**\_\_\_\_\_  
**Date**\_\_\_\_\_  
**Date**

*This offer is not binding on Hastings Deering (Australia) Limited until accepted in writing on behalf of the Company by the Manager or a duly authorized Officer.*



KOMATSU AUSTRALIA PTY LTD  
ABN 71 143 476 626  
Northern Territory

QUOTATION NUMBER: 5017712001  
DATE: 25 March 2022

## FORMAL QUOTATION

Tiwi Islands Local Government

1 Puti Drive  
Nguu  
NT 0822 AU  
PHONE #: 08-89709508  
FAX #: 08-89709555

## WA200PZ\_6 WHEEL LOADER

WE THANK YOU FOR YOUR VALUED BUSINESS





KOMATSU AUSTRALIA PTY LTD

ABN 71 143 476 626

Northern Territory

**CUSTOMER:**

Tiwi Islands Local Government  
1 Puti Drive  
NGUIU NT 0822  
AUSTRALIA

**QUOTATION NUMBER:**

5017712001

**DATE:**

25 March 2022

**VALID TO:**

24 April 2022

**CUSTOMER ID:**

600025423

**CUSTOMER REFERENCE:****KOMATSU REPRESENTATIVE:**

Damien Loller

**PHONE/FAX:****EMAIL:**

# **QUOTATION**

ITEM DESCRIPTION	PRICE
<b>QUOTATION FOR 1(ONE) ONLY NEW KOMATSU WA200PZ_6 WHEEL LOADER</b>	
<b>FITTED WITH THE FOLLOWING CONFIGURATION:</b>	
<b>ENGINE &amp; RELATED ITEMS:</b> Komatsu SAA4D107E-1, Tier 3, 95;2kW (128HP), turbocharged, after-cooled, direct injection; Overrun protection system & economy (ECO) indicator; Air cleaner, double element, dry type, with dust indicator; Air pre-cleaner (Turbo II); Cooling fan, hydraulic driven, reversible (Manual); Radiator, wide core	
<b>ELECTRICAL SYSTEM:</b> Alternator, 60 Ah; Batteries, 12V, 88 Ah x 2; Starter motor 4;5kW, 24V; Master switch, electrical disconnect Turbo Timer.	
<b>POWERTRAIN:</b> Electronically controlled hydrostatic drive with overrun protection and two motor system; Variable shift control system in 1st speed range; Constant speed control in 2nd, 3rd, 4th speed range; Electrically controlled hydrostatic transmission; Variable traction control system; Differentials, torque proportioning; Service brakes, wet disc on all wheels; Park brake, wet multi disc on output shaft; Under guard	
<b>WHEELS:</b> Tyres and Rims x4 20.5 R25 *1 L3 VMT BS	
<b>HYDRAULICS &amp; CONTROLS:</b> Gear type pump. Control system, Proportional Pressure Control (PPC) Spare spool valve including actuation & piping	
<b>SPECIAL ARRANGEMENT:</b> EPA Tier III regulation arrangement; EU Stage IIIA emission regulation arrangement; Poor fuel arrangement (water separator)	
<b>SAFETY FEATURES:</b> Emergency steering; RHS door egress from cab; Beacon, rotating type with guard Emergency stops, factory fitted, 1 x cabin, 2 x ground level rear	
<b>OPERATOR ENVIRONMENT:</b> Large integrated ROPS/FOPS cabin, two doors; Cab mounts, Viscous damper, low noise 70dB(A); Seat, suspension type, fabric, (not heated);	

Estimated total price for equipment, as specified, exclusive of GST, inclusive of assembly & commissioning to manufacturers specifications in this quotation.

All prices quoted are valid for 30 days from the date of this quotation and are subject to confirmation.

All Goods supplied are subject to Komatsu Australia Pty Ltd's

**TERMS & CONDITIONS OF SALE AND SERVICE** as stated in this quotation.

**WE THANK YOU FOR YOUR VALUED BUSINESS**

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**KOMATSU AUSTRALIA PTY LTD**  
**ABN 71 143 476 626**  
**Northern Territory**

## QUOTATION

QUOTATION NUMBER: 5017712001

ITEM DESCRIPTION	PRICE
<p>Seat belt 78mm, retractable; Floor mat; Sunvisor;  Steering column, adjustable; Air conditioner, touch pad control;  Electronically Controlled Suspension System (ECSS);  CD &amp; radio, AM/FM domestic frequency range;  Equipment Management Monitoring System (EMMS)  with self diagnostic and maintenance function;  Reverse mirrors, 2 x inside cab; Reverse mirrors, 3 x outside cab</p> <p>OTHER STANDARD EQUIPMENT:  Markings &amp; caution plates for Australia/NZ; Vandalism protection;  Lights, driving &amp; work (front &amp; rear); Back-up alarm &amp; horn;  Painting, Komatsu standard colouring;  Full rear fender; Komatsu Machine Tracking System, (KOMTRAX)</p> <p>WORK EQUIPMENT:  Counterweight, standard;  Boom, standard Z bar with parallel lift (PZ) arrangement;  Coupler - As specified in INCLUDED OPTIONS</p> <p>MANUALS:  Operational and Maintenance Manual, two sets; Parts book, two sets</p> <p>WARRANTY:  Premium warranty - 36 months / 6,000 hours;  Whichever event first occurs, from the date  of delivery to the original customer</p> <p>MAINTENANCE:  3 Year/2000 Hours KOMplimentary Maintenance  Regular PM Services at 500, 1000, 1500 and 2000 Hour Intervals  Machine Condition Report by factory-trained technician  Field Service Labour, 100 Kms Travel Included  Please refer to Product Offer / Terms and Conditions of Sale</p>	
<p><b>Included Options:</b>  Change Switch F, R  Cool &amp; Heat Box  Coupler Hyd Euro Style  Step 2 For KAL  Triple Lever Hydraulic Control  Fire Extinguisher 1.5kg Cab  Fire Extinguisher 9kg  Fuel Full Tank  Radio Media System, AM/FM, BT, MP3  Radio UHF/CB 80 Channel  Seat Cover Canvas  Switch Battery Isolation SP, BOSCH Type  Window Tinting  Jib Fixed 3000kg KERFAB  Pallet Forks 1600mm wide, 1530mm tyne length Q/C KERFAB  Bucket, Loose Materials 3.0m3/2440mm Bolt On Edge QC KERF (MD 0.618)</p>	

Estimated total price for equipment, as specified, exclusive of GST, inclusive of assembly & commissioning to manufacturers specifications in this quotation.  
All prices quoted are valid for 30 days from the date of this quotation and are subject to confirmation.

**All Goods supplied are subject to Komatsu Australia Pty Ltd's  
TERMS & CONDITIONS OF SALE AND SERVICE as stated in this quotation.**

**WE THANK YOU FOR YOUR VALUED BUSINESS**

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KOMATSU AUSTRALIA PTY LTD  
ABN 71 143 476 626  
Northern Territory

## QUOTATION

QUOTATION NUMBER: 5017712001

ITEM DESCRIPTION	PRICE
<b>Notes:</b> Commissioning and Delivery - Darwin Branch  *Local Government Warranty increased to 60months 6000hours*  Included attachments BKT LM 3m3/2440 boe Q/C KERFAB      \$12,056.00 Pallet Forks 1530/1600 QC KERF      \$9,332.00 Jib Fixed 3000kg Q/C KERFAB      \$4,588.00  * NT Registration can be arranged upon request  ** 250Hr initial service - Tiwi Island Regional Council - including travel to Tiwi island (Flight)  2000hr KOMplimentary Maintenance not included but Service Kits shall be provided ex Darwin Branch 250hr intervals, 500hr,1000hr,2000hr - Filtration and Lubes and KOWA sample kits including sample gun  *** No factory Diagnostic equipment is required to maintain the machine	

Estimated total price for equipment, as specified, exclusive of GST, inclusive of assembly & commissioning to manufacturers specifications in this quotation.  
All prices quoted are valid for 30 days from the date of this quotation and are subject to confirmation.

All Goods supplied are subject to Komatsu Australia Pty Ltd's  
TERMS & CONDITIONS OF SALE AND SERVICE as stated in this quotation.

**WE THANK YOU FOR YOUR VALUED BUSINESS**

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KOMATSU AUSTRALIA PTY LTD  
ABN 71 143 476 626  
Northern Territory

## QUOTATION

QUOTATION NUMBER: 5017712001

ITEM DESCRIPTION	PRICE	
NEW MACHINE PRICE: Exl GST	AUD	208,885.00
GST ON NEW MACHINE	AUD	20,888.50
NEW MACHINE PRICE: Incl GST	AUD	229,773.50

Payment Method (please tick)

CASH / SELF FUNDING \* ☐

FINANCE \*\* ☐

Please provide Financier Contact Details

\_\_\_\_\_

\_\_\_\_\_

\* Purchase Orders provided in lieu of signing the Offer to Purchase will be reviewed and acceptance notified in writing by Komatsu Australia

\*\* Confirmed Finance approvals must be notified in writing within 7 days. Allocation of equipment will be held but no work will be commenced until confirmation is received.

Customer Acceptance : .....  
[Print Name]

Sales Manager Acceptance : .....  
[Print Name]

Date: ..... Date: .....

Signature: ..... Signature: .....

Signatory acknowledges authority sign on behalf of customer.  
Signatory acknowledges having received, read & understood the attached Terms & Conditions.

**DID YOU KNOW THAT KOMATSU PROVIDES FINANCE**

For a competitive finance quote, please ask your Komatsu sales representative, or call Komatsu Australia Corporate Finance Pty Ltd directly on 1300 66 1230 or visit [www.komatsufinance.com.au](http://www.komatsufinance.com.au)

Finance is for approved applicants who are ABN holders and is subject to credit criteria. Fees, charges, terms and conditions apply.

Estimated total price for equipment, as specified, exclusive of GST, inclusive of assembly & commissioning to manufacturers specifications in this quotation.  
All prices quoted are valid for 30 days from the date of this quotation and are subject to confirmation.

All Goods supplied are subject to Komatsu Australia Pty Ltd's  
TERMS & CONDITIONS OF SALE AND SERVICE as stated in this quotation.

**WE THANK YOU FOR YOUR VALUED BUSINESS**

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## TERMS &amp; CONDITIONS OF SALE AND SERVICE

## 1. DEFINITIONS

AUD means Australian dollar.

**Claim** means any claim made (whether in the form of an allegation, demand, suit, action or other proceeding of any kind) under or in connection with this Contract or its subject matter, whether arising under contract (including under any warranty or indemnity or any other breach, actual or anticipatory), in equity, in restitution, negligence or any other tort, strict liability, under statute or otherwise at all.

**Commissioning** means when the goods are assembled and operating under normal conditions. For used goods, commissioning means assembly only.

**Consequential Loss** means all loss of actual or anticipated profit, loss of use, loss of productivity, loss of revenue, business interruption of any nature, loss of contracts, loss of opportunity, increased costs and expenses, wasted expenditure, loss arising from delay, loss by reason of shutdown or non-operation or increased cost of borrowing capital or financing, loss of business reputation or goodwill and all special, indirect and consequential losses whether caused by or contributed to by a breach of contract or statute, breach of warranty (express or implied), tort, strict liability or any other cause whatsoever.

**Contract** means these terms and conditions and the documents expressly incorporated herein.

**Delivery** means when the Goods are picked up by the Purchaser's carrier or delivered to the Purchaser's nominated delivery point by Komatsu's carrier or as otherwise agreed in writing.

**EUR or EURO** means European currency.

**Equipment** means those Goods which comprise mobile equipment, vehicles, parts and/or attachments as described in the quotation, sale invoice or agreement.

**Goods or Services** (or both) collectively and severally means the goods, Equipment (new or used) or Services relating to the Contract or expressed in the quotation and excludes all things not expressly specified in writing by Komatsu.

**GST** has the meaning specified in the A New Tax System (Goods and Services Tax) Act 1999, at the rate prevailing from time to time and has the same meaning when used herein.

**Intellectual property or IP** means all industrial and intellectual property rights whether protectable by statute, common law or equity including without limitation, all copyright in the goods and all materials provided in connection with the goods, rights in relation to inventions (including all patents and patent applications), trade secrets and know-how, design rights (registrable or not), trade mark rights (registered or not), circuit layout design rights and excluding non-assignable moral rights.

**JPY** means Japanese Yen.

**Komatsu** means Komatsu Australia Pty Ltd ABN 71 143 476 626.

**OEM** means original equipment manufacturer.

**Party** means either the Purchaser or Komatsu.

**Parties** means both the Purchaser and Komatsu.

**Price** means the total monetary amount for the sale of the Goods or Services (excl GST).

**Purchaser** means the entity purchasing the Goods and/or Services or as otherwise described in the quotation, purchaser order, final sale invoice or agreement.

**Purchaser Nominated Items** means any fire suppression, tyres, wheel rims, accident avoidance/detection, mine management, access and/or egress systems, automatic grease systems or any other items nominated by the Purchaser that are not supplied as OEM standard or part of the OEM specification.

**Related Body Corporate** has the same meaning as in the Corporations Act 2001 as amended.

**Services** mean any service pursuant to a quotation, sale invoice or agreement including Commissioning.

**USD** means United States dollar.

## 2. APPLICATION OF CONDITIONS

## Conditions of sale

2.1 The Goods and/or Services are supplied by Komatsu, or traded-in by the Purchaser, solely on the basis of these terms and conditions.

2.2 By issuing a purchase order, invoice or similar document to Komatsu or signing or accepting a quotation issued by Komatsu, the Purchaser unconditionally accepts to be bound by this Contract in its entirety and without alteration. The Purchaser unconditionally agrees that any terms and conditions attached to such purchase order, invoice or otherwise are null and void and Komatsu is entitled to ignore such terms.

## Orders

2.3 Submission by the Purchaser of a purchase order for the Goods and/or Services is deemed to be an offer to purchase the Goods and/or Services (offer) subject to this Contract. Komatsu may accept or reject such offer in its sole discretion.

2.4 An offer to purchase Goods and/or Services is only deemed accepted by Komatsu when it is acknowledged by Komatsu in writing.

## 3. PRICE

3.1 Unless otherwise stated by Komatsu, Price quoted excludes GST, Delivery costs and any other matter or thing not expressly specified in writing by Komatsu.

3.2 Unless otherwise stated or sooner withdrawn by Komatsu, the Price quoted is valid for 30 calendar days from the date of quotation after which time it will lapse.

3.3 Komatsu may at any time require the Purchaser to provide security against default by way of a cash deposit or unconditional bank guarantee, such security to be released within 7 days of payment of all monies due.

## Price variation due to currency fluctuations

3.4.1. The Price may include an imported content of Goods in the relevant foreign currency being USD/JPY/EUR equivalent to AUD and is based on an indicative currency exchange rate of AUD1.00 = USD/JPY/EUR.

3.4.2. A Purchaser must specify in its purchase order whether to fix the exchange rate for payment of any imported content of the Goods in AUD or whether to take the exchange rate risk. Komatsu reserves the right not to accept a purchase order until such time as a Purchaser makes this election. If Komatsu chooses to accept a purchase order in circumstances where the Purchaser has not made an election whether to fix the exchange rate for payment of any imported content of the Goods in AUD then the purchase order is accepted on the basis that the Purchaser is taking the exchange rate risk unless Komatsu has advised the Purchaser, in writing, at the time of acceptance of the purchase order that Komatsu will take the exchange rate risk.

3.4.3. Where a Purchaser elects to fix the exchange rate for payment of any imported content of the Goods in AUD then Komatsu will issue a revised final Price in AUD and thereafter Komatsu will take the exchange rate risk, provided the Goods are paid for in accordance with the terms of the sale invoice. The relevant foreign exchange rate(s) that will be used in the final Price will be the spot buying rate of the currency specified being USD/JPY/EUR minus the appropriate forward points from the date of receiving the purchase order from the Purchaser up to the agreed date of full settlement of the sale invoice. The currency will be purchased from a reputed commercial bank based in Australia with whom Komatsu holds an account.

3.4.4. Where a Purchaser elects to take the exchange rate risk any variation from the rate used in the quotation or other document issued prior to the time of the final Price, will be to the Purchaser's account.

3.4.5 Where the Price for the Goods in the Contract is specified in AUD only, Komatsu reserves the right to issue a revised Price where there is a depreciation of 10% or more of the AUD against the relevant overseas currency from where the Goods are imported by Komatsu, when measured against the daily foreign exchange rate available to Komatsu. Komatsu may issue a revised Price at any time from the date of the Contract for the purchase of the Goods to the date of actual full payment for the Goods by the Purchaser. If Komatsu exercises its rights under this clause 3.4.5, it will give the Purchaser 7 days from notification of the revised Price to exercise a right to cancel the Contract for purchase of the Goods, without penalty.

## Rise and Fall

3.5 For Goods classified by Komatsu as mining classified Goods, the Price (being the overseas content and Australian sourced attachments, materials and services) may increase where there is an ex factory date for the Equipment after the next 1 April from the date of the Contract for the mining classified Goods, which will be provided by Komatsu to the Purchaser as required.

## Custom Import Duties, Levies and Tariffs

3.6 Unless otherwise specified, the Price is exclusive of any custom import duties, levies and tariffs payable by Komatsu in respect of import of the Goods by Komatsu into Australia. If the Price is specified to be inclusive of any such custom import duties, levies and tariffs then if there is any change in the dutiable classification or effective rate of the applicable custom import duties, levies or tariffs the Price will be adjusted to pass through the effect of the change to the Purchaser and the Purchaser must pay the adjusted Price.

## 4. DELIVERY, PICKUP AND COMMISSIONING

## When goods are to be delivered or Services performed

If the parties agree that Komatsu will provide Delivery of Goods and/or provision of Services then:

4.1 new and used Equipment Delivery, Service and pick-up dates are indicative only and not guaranteed;

4.2 Komatsu will use reasonable efforts to Deliver the Goods to the site or perform the Services as agreed with the Purchaser. If Komatsu is prevented from or delayed in making Delivery of Goods or performing Services for any reason or event beyond Komatsu's reasonable control, Komatsu may either extend the date for a reasonable period (and has the right to make an equitable adjustment to the Price) or terminate the Contract, without liability to the Purchaser; and

Komatsu Australia Pty Ltd ABN 71 143 476 626 - TERMS & CONDITIONS OF SALE AND SERVICE

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4.3 Komatsu is not liable, and the Purchaser releases Komatsu, for any damage or loss, including Consequential Loss, to the Purchaser resulting from any delay in Delivery or Service.

#### Early Acceptance

4.4 The Purchaser may not take possession, custody or control of Goods before Delivery unless agreed by Komatsu, which agreement may be conditional and at the sole discretion of Komatsu.

4.5 In the event that the Purchaser takes possession, custody or control of Goods before they are ready for Delivery, it is deemed that the Purchaser accepts the Goods on that date.

#### 5. INTELLECTUAL PROPERTY

Where IP rights are expressly granted by Komatsu in writing, the following clauses are applicable to the grant of IP in the Goods:

5.1 Komatsu grants the Purchaser a non-exclusive, non-transferable, revocable licence to use the IP provided by Komatsu to the extent necessary for the operation, maintenance and use of the Goods as the OEM intended (including without limitation, the collection, manipulation and reporting of data associated with the Goods) for such period as the Purchaser owns and operates the Goods, provided that this licence does not extend to:

5.1.1 IP that Komatsu does not own that is licensed by Komatsu from a third party;

5.1.2 IP that is governed by a separate agreement between the parties (including but not limited to KOMTRAX and KPAR); and

5.1.3 any IP that is developed by Komatsu or by a third party and which is installed or which is available for installation on or in Komatsu's goods, but not included on or in the Goods, or the scope of the Contract for those Goods, at the date of sale to the Purchaser.

5.2 The IP and where applicable, all user documentation for the Goods, are Komatsu's IP and Komatsu retains all right, title and ownership therein.

5.3 The Purchaser may only use IP for the operation, maintenance and use of the Goods in accordance with this clause 5 and Komatsu accepts no liability whatsoever for any other use. The Purchaser must not modify the IP in any way, decompile, copy, disassemble, reverse engineer or derive software source code or otherwise do any thing which conflicts with the licensed use of the IP provided under clause 5.1.

#### 6. PAYMENT

##### Payment terms

6.1 Unless otherwise agreed in writing, the Purchaser must pay the Price (together with GST and Delivery costs) without deduction or set-off when notified by Komatsu in writing that the Price is due and payable but in any event, on or prior to Delivery. Time is of the essence for payment of the Price. If Delivery is delayed by the Purchaser, then the Purchaser must pay the Price required by this clause when Delivery would have occurred if not for the delay by the Purchaser.

6.1A The Parties irrevocably acknowledge and agree that once Delivery has been made in accordance with this Contract, the Price becomes immediately payable by the Purchaser to Komatsu as a liquidated debt and Komatsu will be entitled to commence and maintain an action against the Purchaser for the Price as a liquidated debt.

6.1B Notwithstanding clauses 6.1 and 6.1A, if payment terms have been provided to the Purchaser by Komatsu, the Price becomes due and payable by the date as agreed to by the parties.

6.2 The Purchaser indemnifies Komatsu for any losses, costs or fees incurred or arising in connection with recovery of any overdue payment due to Komatsu.

##### Goods remain property of Komatsu until payment

6.3 The Goods remain Komatsu's property until all monies owed by the Purchaser to Komatsu are received in clear funds by Komatsu, and whilst these Goods remain Komatsu's property the Purchaser must:

6.3.1 keep the Goods in its possession and control, hold the Goods as agent for Komatsu, and not part with the possession of the Goods or, if the possession has been parted with, recover possession of the Goods;

6.3.2 keep the Goods in good repair and condition, excluding fair wear and tear;

6.3.3 keep the Goods stored separately and marked so that the Goods are clearly and easily identifiable as Komatsu's property and if requested, promptly inform Komatsu of the location of the Goods; and

6.3.4 not sell, assign or lease the Goods or any interest in them, or permit any charge, pledge, lien or other encumbrance to be created in relation to them.

##### Personal Properties Securities Act 2009 (Cth) ("PPSA")

6.4 The Purchaser agrees and acknowledges that the retention of title in clause 6.3 gives rise to a Purchase Money Security Interest under the PPSA in favour of Komatsu in respect of the Goods and their proceeds.

The Purchaser undertakes to:

6.4.1 promptly do all things, execute all documents and/or provide any information which Komatsu may reasonably require to enable Komatsu to attach, enforce, register, protect and maintain the perfection of its first priority security interest; and

6.4.2 give Komatsu not less than 14 days' prior written notice of any proposed change in its name and/or any other change to its details; and

6.4.3 immediately on request by Komatsu (and at the Purchaser's expense) obtain from any third party such agreements, waivers and releases (as the case may be) of any Purchase Money Security Interest that any third party has, or may have, in the Goods, to ensure that the retention of title in clause 6.3 provides Komatsu with a first priority security interest in the Goods.

6.5 The Purchaser waives its rights to receive a copy of any verification statements under section 157 of the PPSA.

6.6 If the Purchaser defaults on payment of any monies due under this Contract, Komatsu has the irrevocable right to seize the Goods without notice.

6.7 The Purchaser must give Komatsu notice if another party with a security interest in the Goods seizes or otherwise deals with the Goods in a way that might impact Komatsu's Purchase Money Security Interest.

6.8 To the maximum extent permitted by law, the Purchaser and Komatsu agree that the following provisions of the PPSA do not apply to the enforcement by Komatsu of its security interest in the Goods: sections 95, 118, 121(4), 125, 130, 132(3)(d), 132(4), 135, 142 and 143.

6.9 The Purchaser must not disclose information of the kind referred to in section 275(1) of the PPSA, unless required to do so by sections 275(7)(b) to 275(7)(e) of the PPSA. The Purchaser must not, without Komatsu's consent, authorise the disclosure of information pursuant to section 275(7)(c) of the PPSA nor request Komatsu to give information pursuant to section 275(7)(d) of the PPSA.

6.10 In this clause 6 and clause 11, "proceeds", "Purchase Money Security Interest" and "Security Interest" have the meanings given to those expressions in the PPSA.

##### Purchaser disposal of goods

6.11 If the Purchaser disposes of any of the Goods while they remain Komatsu's property, or if any of those Goods become part of another product sold by the Purchaser, the Purchaser holds those proceeds on trust for Komatsu up to the amount it owes Komatsu in respect of the Goods, and must immediately pay that amount to Komatsu.

##### Purchaser indemnity for breach

6.12 The Purchaser indemnifies Komatsu for any loss or damage resulting from a breach of clause 6.

##### Komatsu's right to repossess and suspend Delivery

6.13 If the Purchaser fails to pay to Komatsu all monies due under this Contract by the due date, Komatsu has the right and irrevocable licence from the Purchaser, to at any time and without notice, via its representatives, enter and repossess the Goods. Komatsu is entitled, at its absolute discretion, to keep the repossessed Goods, sell the repossessed Goods or hold the repossessed Goods in safe custody pending payment of the Price. Komatsu is also entitled to suspend any other Delivery to the Purchaser without liability until any breach of this Contract is rectified by the Purchaser. In the event that Komatsu repossesses the Goods, the Purchaser remains bound by its obligations to Komatsu in accordance with this Contract, including its obligation to pay the Price.

6.14 Komatsu is not liable for any loss, damage or liability suffered as a result of exercising its rights under clause 6.13.

6.15 The Parties irrevocably acknowledge and agree that in the event of repossession of Goods in accordance with clause 6.13, Komatsu is not required to give notice in accordance with section 135 of the PPSA.

##### Finance

6.16 The Purchaser may finance the purchase of the Goods through a separate agreement entered into between it and a finance company selected by the Purchaser (such as Komatsu Australia Corporate Finance Pty Ltd). In the event that the Purchaser elects to finance the purchase of the Goods in this manner, the Purchaser may direct Komatsu to transfer title to the Goods directly to the finance company and in the event of such a direction being provided title will transfer directly to the finance company upon full payment of the Price. These terms and conditions will apply as between Komatsu and the Purchaser that finances the purchase of the Goods even if the invoice records the finance company as the purchaser of the Goods.

#### 7. COMMISSIONING

##### Komatsu notice of Commissioning

7.1 If Commissioning is specified by Komatsu:

7.1.1 for Komatsu Equipment - Komatsu will carry out Commissioning in accordance with manufacturer's documented specifications and assembly, inspection and testing criteria;

7.1.2 for Non-Komatsu Equipment - Komatsu will use best endeavours to assist with Commissioning of non-Komatsu Equipment but to the extent permitted by law no liability is accepted by Komatsu for such Commissioning and the Purchaser releases Komatsu from any such liability howsoever caused.

7.2 Komatsu is not liable for loss resulting from any delay in Commissioning and the Purchaser releases Komatsu from any such liability howsoever





caused.

7.3. If Commissioning is carried out other than at Komatsu's premises:

7.3.1. it will only be carried out during normal business hours, where practical and safe, and only if the Purchaser gives reasonable and safe access, space and facilities fit for the purpose of Commissioning. If the Purchaser fails to do so, Komatsu may terminate the Contract;

7.3.2 the Purchaser must obtain all necessary permits, licences and approvals prior to Commissioning; and

7.3.3 Komatsu is not responsible for any hazardous or toxic waste or substances (unless brought to the site by Komatsu) and the Purchaser indemnifies Komatsu against all costs and expenses Komatsu may incur in dealing with hazardous waste or substance and all liability arising from any loss, damage or Claim for personal injury or third party property howsoever caused.

#### **Purchaser notice for additional Commissioning**

7.4 No notice, demand, instruction or request from the Purchaser will oblige Komatsu to provide additional Commissioning works, nor will it delay payment of the Price once notice of Commissioning has been provided by Komatsu.

### **8. RISK, INSURANCE AND DAMAGE**

#### **Risk passes to Purchaser on Delivery**

8.1 Risk in the Goods passes to the Purchaser upon Delivery.

#### **Purchaser must insure Goods**

8.2 The Purchaser must insure and keep the Goods insured and must note the interest of Komatsu in the Goods on usual commercial terms with a reputable insurer, against all risks usually insured against for Goods of that kind for full replacement value from the time the risk in the Goods passes to the Purchaser until the time the title in the Goods passes to the Purchaser.

8.3 The Purchaser holds the proceeds of any insurance claim relating to the Goods on trust for Komatsu up to the amount it owes Komatsu in respect of those Goods, and must immediately pay that amount to Komatsu.

#### **Damage after Delivery**

8.4 Komatsu is not liable for defects or damage discovered after Delivery unless:

8.4.1 The Purchaser gives written notice to Komatsu and, if applicable, Komatsu's carrier within 4 days after the date of Delivery;

8.4.2 The Purchaser gives Komatsu reasonable opportunity to inspect the Goods in the same condition and place in which they were Delivered; and

8.4.3 The defects or damage are reasonably shown to have been pre-existing as at the date of Delivery.

### **9. WARRANTIES AND EXCLUSIONS**

#### **Manufacturer's liability for defective or used goods**

9.1 If Goods are under any manufacturer's warranty applicable to the Goods, the Purchaser must comply with all applicable warranty terms. Failure to do so may void the warranty in full or in part. All applicable warranties for new Goods are available from Komatsu upon request. Any used Goods warranty will only apply if given in writing prior to sale (if any) otherwise the used Goods are sold 'as is' and without any warranty from Komatsu or the OEM.

#### **Exclusion or limitation of warranties**

9.2 All legal, statutory or equitable liability, conditions or warranties of any type in relation to the Goods or Services are excluded. However, nothing herein will limit those provisions of the Competition and Consumer Act 2010 (Cth) including the Australian Consumer Law, nor statutes, rules or regulations from time to time in force in Australia which imply or guarantee certain conditions or warranties or impose obligations on Komatsu which conditions, warranties and obligations cannot, or cannot except to a limited extent be excluded, restricted or modified. If any such statutory provisions apply, then to the extent to which Komatsu is entitled to do so, its liability under those statutory provisions is limited at its option to:

9.2.1 in the case of Goods:

- (a) the replacement of Goods or the supply of equivalent Goods; or
- (b) the payment of the cost of replacing the Goods or of acquiring equivalent Goods; or
- (c) the payment of the cost of having the Goods repaired; or
- (d) the repair of the Goods; and

9.2.2 in the case of Services:

- (a) the supply of the Services again; or
- (b) the payment of the cost of having the Services supplied again.

9.3 The Vienna Convention on the Sale of International Goods (and any enabling legislation in any State or Territory) is excluded from this Contract.

#### **Indemnity**

9.4 The Purchaser, in connection with the Goods and Services, indemnifies and keeps indemnified Komatsu, its officers, agents, employees, subcontractors, vendors and Related Bodies Corporate (Indemnitees) against all Claims, demands, losses, costs, liabilities and expenses arising directly or indirectly out of:

- (a) injury to or death of any person (including Indemnitees) to the extent not caused by Komatsu;
- (b) damage to or destruction of any property (including that of Indemnitees) to the extent not caused by Komatsu; or
- (c) any use of the Goods or any modification to them which is not in accordance with the manufacturer's, operator's or maintenance manual, authorised by manufacturer's recommendations, in accordance with any applicable law, or in accordance with good safety and operating practices relating to the Goods.

#### **Limitation of Liability and exclusion of Consequential Loss**

9.5 Notwithstanding anything to the contrary in these conditions, Komatsu (including its Related Bodies Corporate) is not liable to the Purchaser, at law, equity, statute or otherwise for any Consequential Loss howsoever caused.

9.6 Notwithstanding anything to the contrary in these conditions or elsewhere and to the full extent permitted by law, Komatsu's total cumulative liability to the Purchaser for all liabilities, damages, losses, costs and expenses suffered or incurred under or in connection with this Contract by the Purchaser for all Claims in the aggregate, is limited to the amount paid by the Purchaser to Komatsu for the Goods and Services the subject of the Claim.

#### **Exclusion of liquidated damages, etc**

9.7 Notwithstanding anything to the contrary in these conditions or elsewhere, Komatsu is not liable to the Purchaser for any liquidated damages, delay penalties, delay damages, performance guarantees or any other similar obligation.

#### **Purchaser Nominated Items**

9.8 Komatsu will:

- (a) assess the installation procedure provided by a third-party supplier;
- (b) if the installation procedure satisfies health, safety and environmental requirements, Komatsu will install the Purchaser Nominated Items in accordance with the third-party installation procedure; and
- (c) take reasonable steps to pass on the benefit of any third-party supplier's warranty to the Purchaser.

9.9 Except as provided in clause 9.8, Komatsu disclaims all liability in relation to Purchaser Nominated Items. The Purchaser will indemnify Komatsu against, and release Komatsu from, all liability, loss, damage or expense suffered by the Purchaser or any third party arising out of or in any way related to Purchaser Nominated Items.

### **10. DEFAULT**

#### **Purchaser must pay interest if payment late**

10.1 The Purchaser must pay Komatsu interest on any amount not paid from when payment falls due until payment in full is received, at a rate as determined by the ANZ Bank Indicator Lending Rate effective from time to time plus 2% per annum calculated on daily balances of amounts unpaid and capitalised daily.

10.2 Komatsu may demand payment of interest by the Purchaser at any time. Failure to demand interest does not constitute a waiver of the entitlement to interest.

#### **Komatsu's right to end Contract**

10.3 Komatsu may by written notice to the Purchaser end the Contract immediately in any of the following circumstances:

- 10.3.1 the Purchaser fails to perform any of its obligations under this Contract or otherwise;
- 10.3.2 the Purchaser dies or becomes incapacitated, or ceases, or indicates that it is about to cease to trade;
- 10.3.3 anything happens that reasonably indicates that there is a significant risk that the Purchaser is, or will become, unable to pay its debts as they fall due. This includes publication of any unfavourable credit report against the Purchaser, non payment by the Purchaser of any debt due to any third party, execution or distress being levied against any income or assets of the Purchaser, a meeting of the Purchaser's creditors being called or held; a step being taken to make the Purchaser bankrupt; and the Purchaser entering into any type of agreement, composition or arrangement with, or assignment for the benefit of, all or any class of its creditors, or being subject to a deed of company arrangement; or
- 10.3.4 a step is taken to have a receiver, receiver and manager, provisional liquidator, liquidator or administrator appointed to the Purchaser or any of its assets.

#### **Komatsu's rights if it ends Contract**

Komatsu Australia Pty Ltd ABN 71 143 476 626 - TERMS & CONDITIONS OF SALE AND SERVICE

Issue Date: April 2018

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25.03.2022 14:28:11





10.4 If the Contract is ended by Komatsu under clause 10 and the Purchaser owes Komatsu money, the money becomes payable immediately to Komatsu and bears interest in accordance with clause 10.1.

#### **Komatsu's other rights and remedies**

10.5 The rights and remedies provided in these conditions will not affect any other rights or remedies available to Komatsu.

#### **11. TRADE-IN OF USED MACHINE**

11.1 If any amount is allowed by Komatsu by way of trade-in, the credit or price given to the trade-in is conditional upon the following:

11.1.1 Komatsu accepting an order for the Goods by any stated quotation validity date; and

11.1.2 delivery of the trade-in to Komatsu at the Purchaser's expense and in the same state and condition as it was on the date of Komatsu's appraisal or inspection (if any), all attachments and accessories being included, and there being no undisclosed defect or damage.

11.2 If the Purchaser does not deliver (or if agreed, make available for collection) the trade-in to Komatsu within the time nominated by Komatsu or fails to deliver (or make available) the correct trade-in (including all attachments and accessories) in the state and condition required under clause 11.1.2 or fails to disclose any material condition, deficiency or defect in the trade-in, then the credit or price for the trade-in is a debt owing by the Purchaser to Komatsu. If a used attachment or other part of the Equipment is not available then a new replacement will be purchased by Komatsu and this cost will be a debt owed by the Purchaser to Komatsu.

11.3 If upon inspection of the trade-in by Komatsu, the trade-in is in such a state that it cannot be reconditioned for resale or is otherwise not of merchantable quality then any value attributed to the sale of the Goods will be reduced accordingly and the difference will be a debt owing by the Purchaser to Komatsu.

11.4 Risk in the trade-in remains with the Purchaser until inspection and acceptance of delivery of the trade-in at Komatsu's nominated point of delivery, such delivery to be at the Purchaser's risk and expense.

11.5 The Purchaser warrants that it has or will have unencumbered title to any trade-in at the time of completion of the sale and the trade-in will be free of any and all Security Interests at completion.

11.6 The Purchaser authorises Komatsu to pay any monies given to it for the purposes of removing any encumbrance on the trade-in.

11.7 Komatsu may, without obligation to the Purchaser, refuse to purchase any trade-in at any time until acceptance and inspection of the trade-in or if clause 11.1.2 is breached, and may recover the credit or value given in the trade-in and any loss arising thereof as a debt due from the Purchaser to Komatsu.

#### **12. FORCE MAJEURE**

If Komatsu's ability to perform its obligations is adversely affected by any cause beyond Komatsu's reasonable control, then Komatsu may, if it chooses, end the Contract of sale or suspend it for up to 3 months by giving the Purchaser written notice. Komatsu will not be liable for any loss, damage or liability which the Purchaser incurs as a result, whether directly or indirectly.

#### **13. DISPUTE RESOLUTION**

13.1 If a dispute arises, either party may notify the other in writing identifying the details of the dispute.

13.2 Within 14 days of notification of a dispute, an executive officer of each party empowered to resolve the dispute must confer at least once to attempt to resolve the dispute. The parties must act in good faith to resolve the dispute.

13.3 If the dispute is not resolved within 7 days of the meeting of the executive officers, either party may commence mediation by referring the dispute to the Australian Disputes Centre in Sydney, New South Wales or such other capital city agreed by the parties. The rules of commercial mediation of that body will apply and both parties must comply with those rules.

#### **14. MISCELLANEOUS**

##### **Assignment**

14.1 The Purchaser must not assign, sub-contract or otherwise deal with this Contract or any right or obligation under it except with the prior written consent of Komatsu (which Komatsu is entitled to withhold in its absolute discretion). Failure to obtain the consent of Komatsu constitutes a fundamental breach of these terms and conditions.

14.2 Komatsu is entitled, without obtaining the consent of the Purchaser, to assign, transfer or otherwise dispose of any or all of its rights or obligations under this Contract to a Related Body Corporate of Komatsu or to any other entity which is financially sound and capable of performing all of the obligations of Komatsu under this Contract by giving notice of such assignment, transfer or disposal to the Purchaser.

##### **Cancellation**

14.3 An order may not be cancelled. Komatsu is entitled to insist on completion of the Contract or at its sole discretion elect to charge the Purchaser Komatsu's direct and indirect costs and expenses in connection with the cancellation (including without limitation, works required on the Goods and the transport and holding of Goods or standby of personnel until such time as the Goods are re-sold, any demobilisation costs, third party costs for attachments, foreign exchange variances) plus indirect costs, loss of profit and any administration or other costs, expenses or fees incurred by Komatsu whatsoever, as reasonably determined by Komatsu ("Cancellation Costs") and as a condition of consent to any order cancellation, Komatsu may, at its sole discretion, apply any Cancellation Costs against any credit account for parts and services sales provided by Komatsu to the Purchaser or its Related Body Corporate.

##### **Description of Goods or Services**

14.4 The description of the Goods and/or Services is given for identification only and does not create a Contract of sale by description.

14.5 All photographs, brochures, weights, illustrations, dimensions or other particulars as to the Goods and/or Services are indicative only. Komatsu has no liability to the Purchaser for any deviations or inaccuracy in such documentation.

14.6 Any representation, promise, statement or description or other information of whatever nature not included in the Contract documentation or made in writing by an authorised company representative of Komatsu is expressly excluded. The Purchaser relies solely upon its own inspection skill and judgment. No Equipment will be recommended by Komatsu for use in any specific application without supply by Komatsu of a formal applications study.

##### **Electronic Data Retrieval**

14.7 The Purchaser grants to Komatsu and its personnel, a non-exclusive and irrevocable licence to enter premises and to access the Equipment (including remotely by electronic means), at no cost to Komatsu, to enable Komatsu to perform data retrieval functions for the purpose of monitoring component life, service intervals or machine availability of the Equipment.

14.7.1 Physical access to the Equipment will be scheduled wherever possible to minimise disruption to the Purchaser's operations.

##### **Severability**

14.8 If a clause or part of a clause can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way. If any clause or part of a clause is illegal, unenforceable or invalid, that clause or part is to be treated as removed from this document, but the rest of this document is not affected.

##### **Waiver**

14.9 The fact that either party fails to do, or delays in doing, something it is entitled to do under the Contract of sale, does not amount to a waiver of its right to do it. Any waiver must be in writing. A written waiver by Komatsu is only effective in relation to the particular obligation or breach in respect of which it is given. It is not to be taken as an implied waiver of any other obligation or breach; or as an implied waiver of that obligation or breach in relation to any other occasion.

##### **GST**

14.10 If GST is imposed on any supply made in accordance with these conditions, the recipient must pay an additional amount equal to the GST payable in connection with that supply promptly following receipt of a tax invoice. Expressions used in this condition which are defined in the A New Tax System (Goods and Services Tax) Act 1999 have the same meaning when used herein.

##### **Governing law**

14.11 The Contract of sale is governed by the laws of New South Wales. The parties submit to the non-exclusive jurisdiction of the New South Wales courts in respect of all matters relating to the Contract.

1 England St

Dandenong Sth VIC 3175

PH: 03)9706 5266 or 1300 SAFELIFT  
www.safeliftsolutions.com.au

**Safelift Solutions**

A.B.N. 40 787 959 969

**Quote****Invoice No. 00014356****Bill To:**

TIWI ISLANDS COUNCIL NT  
TIWI ISLANDS NT 0822

**Ship To:**

TIWI ISLANDS COUNCIL NT  
TIWI ISLANDS NT 0822

Sales Person	Your P.O No.	Ship Via	COD	Prepaid	Ship Date	Terms	Date
						Net 30th after EOM	14/04/2022

QTY	ITEM NO.	DESCRIPTION	PRICE	UNIT	DISC %	TOTAL
1	STOCK 1262 / VL360E	NEW 10/21 VICTORY VL360E WHEEL LOADER. 125HP DIESEL ENGINE. POWERSHIFT TRANS. A/C CABIN. HYD QUICK HITCH. 4in1 BUCKET. PALLET FORK ATTACHMENT & SPARE WHEEL. SERIAL No: 636149 ENGINE No: 6P21L074248	\$75,900.00			\$75,900.00
1	FREIGHT	AT COST TO CLIENT				
<b>Comment:</b> 12 MONTHS PARTS ONLY WARRANTY			Sale Amount: \$75,900.00 Freight: \$0.00 GST GST: \$6,900.00 Total: \$75,900.00 Paid Today: \$0.00			
			<b>Balance Due:</b>		<b>\$75,900.00</b>	

**Banking Details:**

Bank: NAB  
Account Name : LLIANELLI ASSET GROWTH P/L T/  
AS SAFELIFT SOLUTIONS  
BSB: 083 337  
A/C: 598663190

**Cheques Payable to:**

LLIANELLI ASSET GROWTH P/L T/AS  
SAFELIFT SOLUTIONS

Late payment of this invoice may incur a late payment fee of 5% of invoice value per month.  
Title to items on this invoice remain with Safe Lift Solutions until this invoice is paid in full.  
Safe Lift Solutions reserves the right to remove items from site if this invoice is not paid by the due date.