



Minutes

of the

Special Meeting of Council

held

on

Thursday

10

November

2016

At 4pm In

The Council Chambers  
Honour Avenue Wyalkatchem

**Our Purpose**

The Council of Wyalkatchem works with the community to protect and enhance the quality of life for current and future generations.

## **Council's Vision**

That Wyalkatchem is an inclusive, dynamic community where all share in a thriving economy and a sustainable, safe and valued environment.

## **Our Purpose**

The Council of Wyalkatchem works with the community to protect and enhance the quality of life for current and future generations.

## **Our Guiding Principles**

Respect for diverse community interests based on active listening and mutual understanding;

Leaving a positive legacy for future generations and Councils;

Balancing a flexible, can-do, innovative and professional approach with achieving outcomes efficiently;

Responsible financial management;

Informed, evidence-based and representative decision making; and

Effective communication and engagement.

## **Our Goals**

Healthy, strong and connected communities

A prosperous and dynamic district

A sustainable natural and built environment

An effective voice

A well-managed and effective organisation

Facilities and assets that are well used and effectively managed

<b>1</b>	<b>Declaration of opening</b>	<b>4</b>
1.1	The Presiding person will declare the meeting open	4
1.2	The Shire of Wyalkatchem disclaimer will be read aloud	4
<b>2</b>	<b>Public question time</b>	<b>4</b>
2.1	Response to previous questions taken on notice	4
2.2	Declaration of public question time opened	4
2.3	Declaration of public question time closed	4
<b>3</b>	<b>Record of attendance, apologies and approved leave of absence</b>	<b>4</b>
3.1	Present	4
3.2	Apologies	4
3.3	On leave of absence	4
3.4	Staff	4
3.5	Visitors	4
3.6	Gallery	4
3.7	Applications for leave of absence	4
<b>4</b>	<b>Petitions, deputations and presentations</b>	<b>4</b>
4.1	Petitions	4
4.2	Deputations	4
4.3	Presentations	4
<b>5</b>	<b>Confirmation of minutes from previous meeting</b>	<b>5</b>
5.1.1	Meetings – Confirmation of minutes – not applicable	5
<b>6</b>	<b>Announcements by presiding person</b>	<b>5</b>
<b>7</b>	<b>Matters for which meeting may be closed – not applicable</b>	<b>5</b>
<b>8.1</b>	<b>Land use and planning – Subdivisions – Lot 11622 Fisher Road</b>	<b>6-14</b>
<b>8.2</b>	<b>Financials – not applicable</b>	
8.2.1	Financial Management – Financial Reporting – not applicable	
8.2.2	Financial Management – Financial reporting – not applicable	
8.2.3	Financial Management – Tendering – 2016/17 budget measure – Replacement of loader – acceptance of tender	15-33
<b>8.3</b>	<b>Officer reports to council</b>	<b>34</b>
8.3.1	Council properties – acquisition and disposal – Wyalkatchem Airport Terminal building – Lot 500 – Lease to Hairdresser	35-44
<b>9.</b>	<b>Motions for which previous notice has been given</b>	<b>45</b>
<b>10.</b>	<b>Questions by members of which due notice has been given</b>	<b>45</b>
<b>11.</b>	<b>New business of an urgent nature introduced by the presiding person</b>	<b>45</b>
<b>12.</b>	<b>Matters for which meeting may be closed – no items</b>	<b>45</b>
<b>13.</b>	<b>Closure of meeting</b>	<b>45</b>

## **CONTENTS**

Minutes of the Special Meeting of Council to be held in Council Chambers, Cnr Honour Avenue and Flint Street, Wyalkatchem on Thursday 10 November 2016.

- 1. DECLARATION OF OPENING: 16.48**
- 1.1 The Shire President declared the Meeting open.**
- 1.2 The Shire of Wyalkatchem disclaimer was read aloud.**

*“No responsibility whatsoever is implied or accepted by the Shire of Wyalkatchem for any act, omission or statement or intimation occurring during this meeting. It is strongly advised that persons do not act on what is heard at this Meeting and should only rely on written confirmation of Council’s decisions, which will be provided within ten days of this meeting”.*
- 2 Public question time**
- 2.1 Response to previous questions taken on notice**


Not applicable
- 2.2 Declaration of public question time opened**
- 2.3 Declaration of public question time closed**
- 3 Record of attendance, apologies, and approved leave of absence**
- 3.1 Present:**
- 3.2 Apologies:** Cr Gawley
- 3.3 On leave of absence:**
- 3.4 Staff:** Craig Harris, Ian McCabe, Claire Trenorden, Rachel Nightingale
- 3.5 Visitors:**
- 3.6 Gallery:**
- 3.7 Applications for leave of absence:**
- 4.0 Petitions, deputations and presentations**
- 4.1 Petitions**
- 4.2 Deputations**
- 4.3 Presentations**

**5.0 Confirmation of minutes of previous meeting - not applicable**

**6.0 Announcements by presiding person**

**7.0 Matters for which meeting may be closed**

### 8.1.1 LAND USE AND PLANNING – SUBDIVISIONS – LOT 9602 ROSS ROAD

<b>FILE REFERENCE:</b>	18.13
<b>AUTHOR'S NAME AND POSITION:</b>	Ian McCabe Chief Executive Officer
<b>AUTHOR'S SIGNATURE:</b>	
<b>DATE REPORT WRITTEN:</b>	4 November 2016
<b>DISCLOSURE OF INTEREST:</b>	The author has no financial interest in this matter.

#### **SUMMARY:**

**That Council resolve the following:**

- 1. To support the application for subdivision of lot 9602 Ross Road Wyalkatchem and make no recommendation of conditions to the WA Planning Commission.**

#### **Appendices:**

1. Letter WA Planning Commission 26 August 2016
2. Subdivision Application 24 August 2016
3. Location Plan Lot 9602
4. Certificate of Title Lot 9602
5. Aerial diagram Lot 9602

#### **Background:**

The Western Australian Planning Commission has received an application for planning approval for lot 9602 Ross Road Wyalkatchem (Application No: 154142). Plans and documentation relating to the proposal are attached to this item. The Commission intends to determine this application within 90 days from the date of lodgement.

The Commission has requested that Council provide any information, comment or recommended conditions pertinent to this application.

**Comment:**

The Shire of Wyalkatchem is a referral agency; referral agencies are to use the Model Subdivision Conditions Schedule in determining any conditions to be and assessed against consistency tests. An example might be for example the recommendation of uniform fencing. Non-standard conditions are discouraged and are to be justified with additional information. An example of a condition might be the requirement to have uniform fencing in keeping with neighbouring properties.

The application has been assessed by administration with a recommendation to not place conditions on this planning application.

**Consultation:**

WA Planning Commission

**Statutory Environment:**

Planning and Development Act 2005

**Policy Implications:**

No direct policy

**Financial Implications**

No direct financial implication

**Strategic Plan/Risk Implications**

No direct strategic implication

**Voting Requirements**                      Simple Majority

**Council Decision Number:**            3371

**Moved:** Cr Butt                              **Seconded:** Cr Garner

**That Council resolve the following:**

- 1. To support the application for subdivision of lot 9602 Ross Road Wyalkatchem and make no recommendation of conditions to the WA Planning Commission.**

**Vote:** 6/0

Our Ref : 154142  
Previous Ref :  
Your Ref :  
Enquiries : Thomas Dellavedova (6551 9634)

26 August 2016

Chief Executive Officer  
Shire Of Wyalkatchem  
P O Box 224  
WYALKATCHEM WA 6485

**Application No: 154142 - Lot No 9602 Ross Road Wyalkatchem**

The Western Australian Planning Commission has received an application for planning approval as detailed below. Plans and documentation relating to the proposal are attached. The Commission intends to determine this application within 90 days from the date of lodgement.

Please provide any information, comment or recommended conditions pertinent to this application by the 7th October 2016 being 42 days from the date of this letter. The Commission will not determine the application until the expiry of this time unless all responses have been received from referral agencies. If your response cannot be provided within that period, please provide an interim reply advising of the reasons for the delay and the date by which a completed response will be made or if you have no comments to offer.

Referral agencies are to use the Model Subdivision Conditions Schedule (December 2015) in providing a recommendation to the Commission. Non-standard conditions are discouraged, however, if a non-standard condition is recommended additional information will need to be provided to justify the condition. The condition will need to be assessed for consistency against the validity test for conditions. A copy of the Model Subdivision Conditions Schedule can be accessed: [www.planning.wa.gov.au](http://www.planning.wa.gov.au)

Send responses via email to [referrals@planning.wa.gov.au](mailto:referrals@planning.wa.gov.au). **Always quote reference number "154142" when responding.**

This proposal has also been referred to the following organisations for their comments:  
*Department Of Parks And Wildlife, Water Corporation, Western Power and LG As Above.*

Yours faithfully



Kerrine Blenkinsop  
Secretary  
Western Australian Planning Commission

**APPLICATION DETAILS**

<b>Application Type</b>	Subdivision	<b>Application No</b>	154142
<b>Applicant(s)</b>	Paul Kraft & Associates		
<b>Owner(s)</b>	Baladeen Farms Pty Ltd		
<b>Locality</b>	Lot No 9602 Ross Road Wyalkatchem		



<b>Lot No(s).</b>	9602	<b>Purpose</b>	Rural
<b>Location</b>		<b>Local Gov. Zoning</b>	Rural
<b>Volume/Folio No.</b>	2879/588	<b>Local Government</b>	As Above
<b>Plan/Diagram No.</b>	P125490	<b>Tax Sheet</b>	
<b>Centroid Coordinates</b>	mE mN		
<b>Other Factors</b>	BUSHFIRE PRONE AREA, REMNANT VEGETATION (NLWRA), RURAL		



## Application for Approval of Freehold or Survey Strata Subdivisions

Lodgement ID: 2016-205583

Submission Date: 24/08/2016 02:50 PM

**Your Reference**

Lot 9602 Ross Road Wyalkatchem

**Location of Subject Property**

Ross Road Wyalkatchem

**No. of applicants**

1

**Are you applying on your own behalf?**

No

**Are you the primary applicant?**

No

**Do you have consent to apply from all landowners?**

Yes

**Lodgement Type**

Subdivision

**Submitted by**

Dee Hooijer

**Email**

dee.hooijer@planning.wa.gov.au

### About the land

<b>Number of current lots on the land</b>	1	<b>Total number of proposed lots on the land including balance lots</b>	2
<b>Drainage Reserves</b>	0	<b>Public Access Ways</b>	0
<b>Recreation Reserves</b>	0	<b>Right of Ways</b>	0
<b>Road Reserves</b>	0	<b>Road Widening</b>	0
<b>Number of fee paying lots</b>	2	<b>Number of fee exempt lots</b>	0

### What is the proposed use/development?

Proposed Use	Lot size	Number of Lots
Rural	1 HA - 2 HA	1
Rural	10 HA - 25 HA	1
<b>Local Government</b>	Shire Of Wyalkatchem	<b>Existing dwellings</b> Yes
<b>Is common property proposed</b>	No	

DEPARTMENT OF PLANNING	
DATE	FILE
24/08/2016	154142

### Applicants

**Primary applicant (1)**

<b>Is the applicant a company/organisation?</b>	Yes	<b>Is the applicant a landowner?</b>	No
<b>Name/Company</b>	Paul Kraft & Associates	<b>ABN / ACN</b>	not provided
<b>Email</b>	paul.kraft@bigpond.com	<b>Phone number</b>	95742690
<b>Address</b>			
<b>Street address</b>	P O Box 428	<b>Town / Suburb or City</b>	Northam
<b>State</b>	WA	<b>Post Code</b>	6401
<b>Country</b>	AUSTRALIA	<b>OR Non-Australian Address, P.O. Box, &amp; etc</b>	N/A

### Certificate of Title Details

**Lots with certificate (1)**

<b>Volume</b>	2879	<b>Folio</b>	588
<b>Lot Number</b>	9602	<b>Plan Number</b>	125490
<b>Total land area</b>	145.76	<b>Land Area Units</b>	Hectares
<b>Reserve number (if applicable)</b>	N/A	<b>No. of landowners</b>	1
<b>Is the Landowners name different to that shown on the Certificate of Title?</b>			No

### Landowners

**Landowner (1)**

<b>Full name</b>	N/A	<b>Company / Agency</b>	Baladeen Farms Pty Ltd
<b>ACN / ABN</b>	not provided	<b>Landowner type</b>	Company
<b>Address</b>			
<b>Street address</b>	P O Box 152	<b>Town / Suburb or City</b>	Wyalkatchem
<b>State</b>	WA	<b>Post code</b>	6485
<b>Country</b>	AUSTRALIA	<b>OR Non-Australian Address, P.O. Box, &amp; etc</b>	N/A

**Company signatory 1**

<b>First name</b>	<b>Last name</b>	<b>Position</b>
Graham	Dickson	Director

**Company signatory 2**

<b>First name</b>	<b>Last name</b>	<b>Position</b>
Tracy Lee	Dickson	Director

**Subdivision detail**

<b>Number of dwellings</b>	1	<b>Dwelling retained</b>	Yes
<b>Dwelling description</b>	N/A		
<b>Number of outbuildings/structures</b>	2	<b>Structure/s retained</b>	Yes
<b>Other description</b>	N/A		
<b>Structure description</b>	N/A		
<b>Is a battleaxe lot/s proposed?</b>			No
<b>Does plan show the width and length of the access leg, the area of the access leg and total area of the rear lot</b>			No
<b>Has the land ever been used for potentially contaminating activity</b>			No
<b>Does the land contain any sites that have been classified under the Contaminated Sites Act 2003</b>			No
<b>Does the land contain any sites that have been reported or required to be reported under the Contaminated Sites Act 2003</b>			No
<b>Is the land located in an area where site characteristics or local knowledge lead you to form the view that there is a significant risk of acid sulfate soils in this location</b>			No
<b>Is this application to be assessed under the Liveable Neighbourhoods policy and is supporting documentation attached?</b>			No
<b>Is the development with in a Bushfire Prone Area?</b>			No
<b>Are there any dewatering or drainage works proposed to be undertaken</b>			No
<b>Is excavation of 100 cubic metres or more of soil proposed</b>			No
<b>If yes did the Acid Sulfate Soils investigation indicate acid sulfate soils were present</b>			No

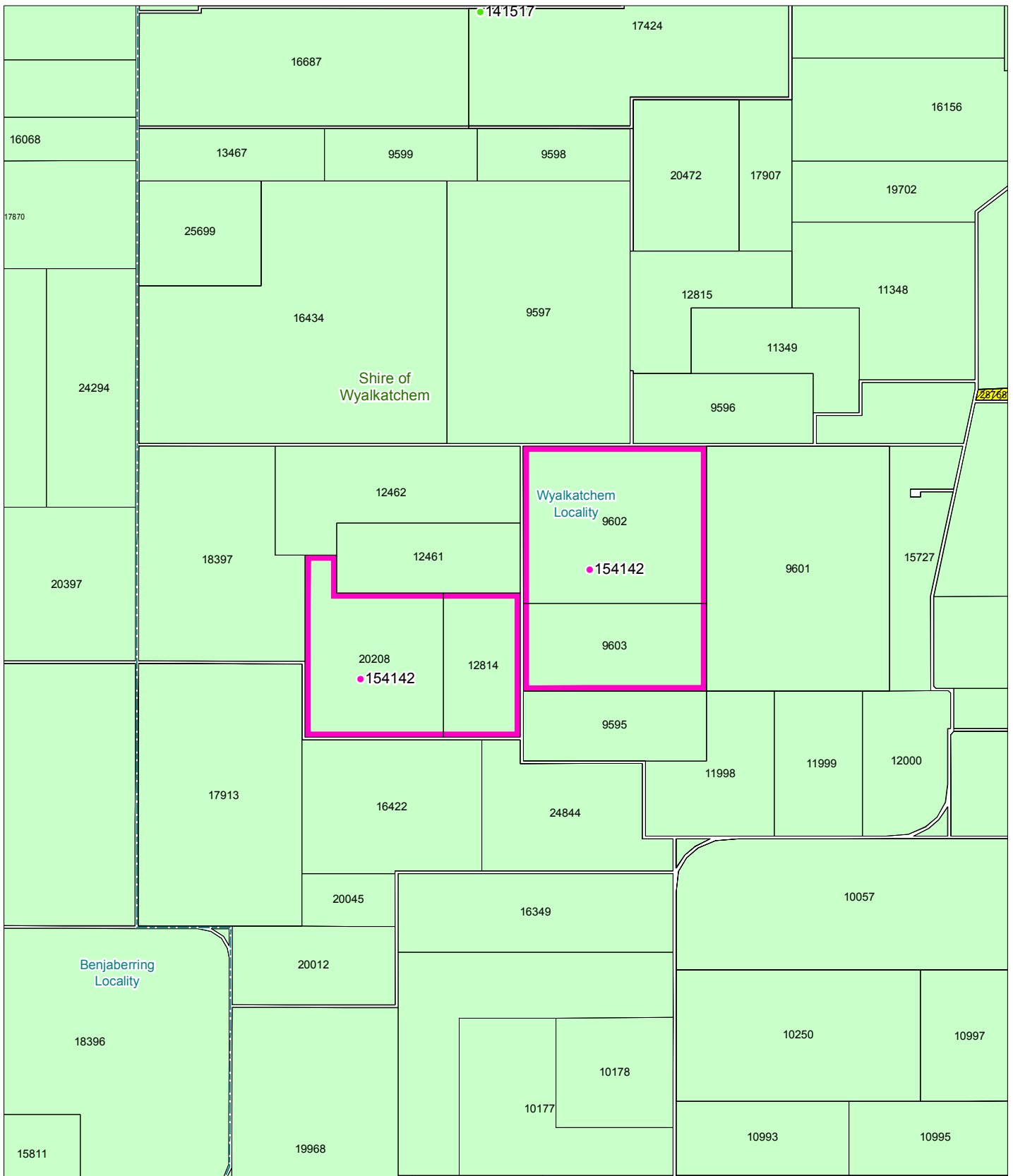
**Fee & Payment**

<b>Fee amount</b>	\$3,121.00	<b>Payment Type</b>	By Cheque
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**Attachments**

<b>Attachment name</b>	<b>Attachment type</b>
------------------------	------------------------

Perth	Albany	Bunbury	Geraldton	Mandurah
140 William Street	PO Box 1108	Sixth Floor	Regional Planning and Strategy	Unit 2B
Perth	Albany	Bunbury Tower	Office 10	11-13 Pinjarra Road
Western Australia, 6000,	Western Australia, 6330	61 Victoria Street	209 Foreshore Drive	Mandurah
Locked Bag 2506 Perth, 6001		Bunbury	Geraldton	Western Australia, 6210
		Western Australia, 6230	Western Australia, 6530	
Tel: (08) 6551 9000	Tel: (08) 9892 7333	Tel: (08) 9791 0577	Tel: (08) 9960 6999	Tel: (08) 9586 4680
Fax: (08) 6551 9001	Fax: (08) 9841 8304	Fax: (08) 9791 0576	Fax: (08) 9964 2912	Fax: (08) 9581 5491



**Location Plan for:  
Subdivision Application**

This data is to be used only for the processing of a Subdivision Application

Application Number: **154142**

Decision: **Outstanding**

Printed: **25/08/2016**

**Application Status**

Approved

Outstanding

**Existing LPS Zones and Reserves**

Public purposes

Rural

**Easements and Referrals**

**Region Scheme Reserves**

**Localities & Local Government Boundaries**

Local government boundary

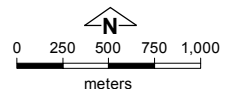
Locality



Department of Planning



Western Australian Planning Commission



WESTERN



AUSTRALIA

REGISTER NUMBER <b>N/A</b>	
DUPLICATE EDITION <b>N/A</b>	DATE DUPLICATE ISSUED <b>N/A</b>

**RECORD OF CERTIFICATE OF TITLE**  
UNDER THE TRANSFER OF LAND ACT 1893

VOLUME **2879** FOLIO **588**

The person described in the first schedule is the registered proprietor of an estate in fee simple in the land described below subject to the reservations, conditions and depth limit contained in the original grant (if a grant issued) and to the limitations, interests, encumbrances and notifications shown in the second schedule.

  
REGISTRAR OF TITLES



**THIS IS A MULTI-LOT TITLE**

**LAND DESCRIPTION:**

- ✓ LOT 20208 ON DEPOSITED PLAN 88238
- LOT 9602 ON DEPOSITED PLAN 125490
- LOT 9603 ON DEPOSITED PLAN 125491
- LOT 12814 ON DEPOSITED PLAN 131930

**REGISTERED PROPRIETOR:**  
(FIRST SCHEDULE)

✓ BALADEEN FARMS PTY LTD OF POST OFFICE BOX 152 WYALKATCHEM  
(T N047736 ) REGISTERED 30 JUNE 2015

**LIMITATIONS, INTERESTS, ENCUMBRANCES AND NOTIFICATIONS:**  
(SECOND SCHEDULE)

- 1. \*N047737 MORTGAGE TO NATIONAL AUSTRALIA BANK LTD REGISTERED 30.6.2015.

Warning: A current search of the sketch of the land should be obtained where detail of position, dimensions or area of the lot is required.  
\* Any entries preceded by an asterisk may not appear on the current edition of the duplicate certificate of title.  
Lot as described in the land description may be a lot or location.

-----END OF CERTIFICATE OF TITLE-----

**STATEMENTS:**

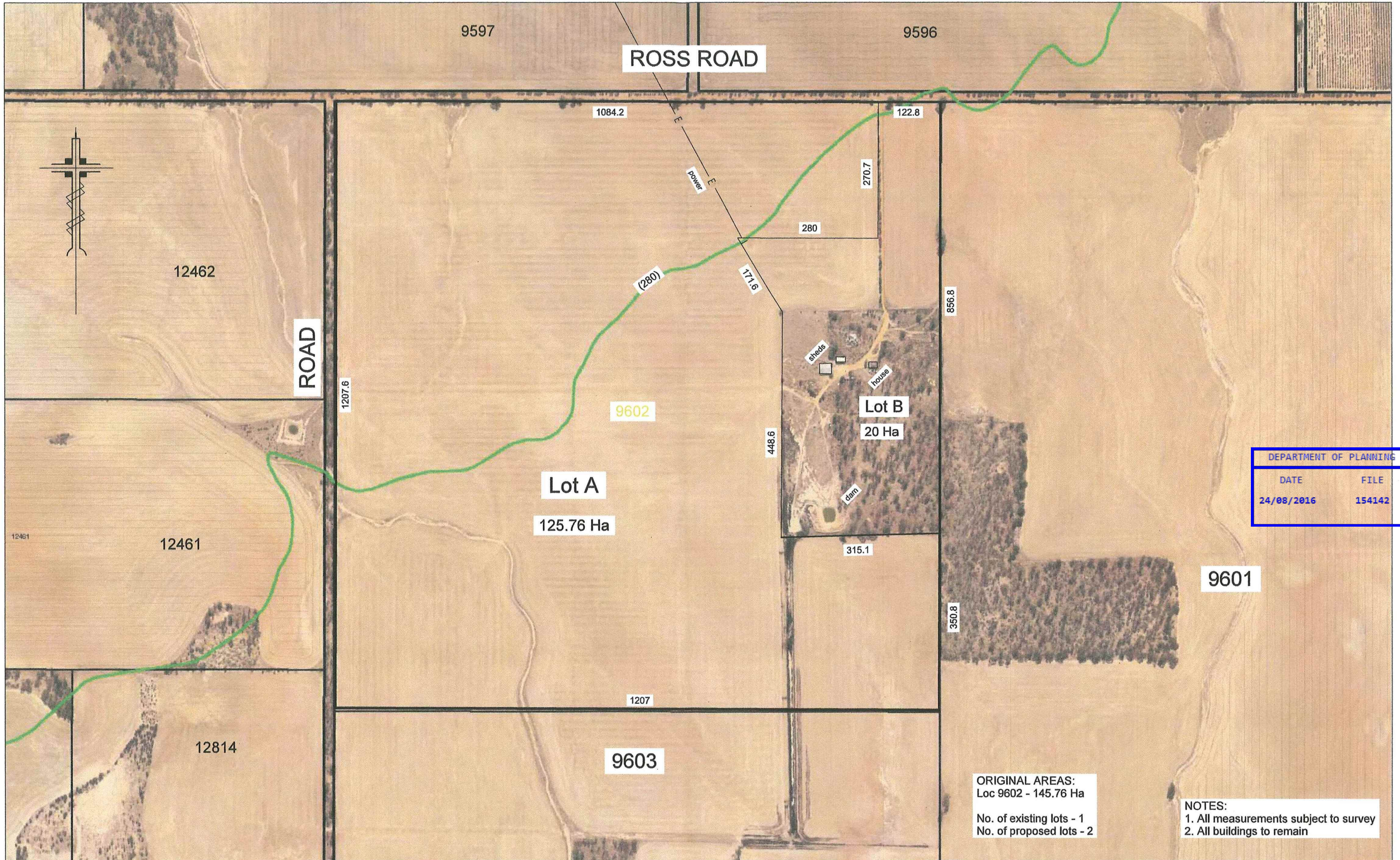
The statements set out below are not intended to be nor should they be relied on as substitutes for inspection of the land and the relevant documents or for local government, legal, surveying or other professional advice.

SKETCH OF LAND: 1221-163 (20208/DP88238) , 1221-163 (9602/DP125490) , 1221-163 (9603/DP125491) , 1221-163 (12814/DP131930).  
PREVIOUS TITLE: 2872-498.  
PROPERTY STREET ADDRESS: 181 ROSS RD, WYALKATCHEM (9602/DP125490).  
LOCAL GOVERNMENT AREA: SHIRE OF WYALKATCHEM. ✓

NOTE 1: N025238 LAND PARCEL IDENTIFIER OF AVON LOCATIONS 9602, 9603, 12814 AND 20208 (OR PART THEREOF) ON SUPERSEDED PAPER CERTIFICATE OF TITLE CHANGED TO LOT 9602 ON DEPOSITED PLAN 125490, LOT 9603 ON DEPOSITED PLAN 125491, LOT 12814 ON DEPOSITED PLAN 131930 AND LOT 20208 ON DEPOSITED PLAN 88238 ON

END OF PAGE 1 - CONTINUED OVER





PAUL KRAFT AND ASSOCIATES  
 PO BOX 428  
 NORTHAM 6401  
 Phone: 9574 2690 Fax: 9574 2991  
 Surveyor: P Kraft Date: 22/06/2016


**PROPOSED SUBDIVISION PLAN**  
**AVON LOC 9602 ON DP 125490**  
**ROSS ROAD**  
**SHIRE OF WYALKATCHEM**

C/T Volume: 2879 Folio: 588

Scale: 1:7000  
 Datum: A.H.D.  
 Original Sheet Size  
**A3**



8.2.1 FINANCIAL MANAGEMENT – TENDERING – 2016/17 BUDGET  
MEASURE – REPLACEMENT OF LOADER – ACCEPTANCE OF TENDER

<b>FILE REFERENCE:</b>	12.24
<b>AUTHOR'S NAME AND POSITION:</b>	Craig Harris Manager Works
<b>AUTHOR'S SIGNATURE:</b>	
<b>DATE REPORT WRITTEN:</b>	2 November 2016
<b>DISCLOSURE OF INTEREST:</b>	The author has no financial interest in this matter.

**SUMMARY:**

**That Council resolve the following:**

- 1. Accept the tender submitted by Liebherr-Australia for a Liebherr Loader – L 550 XPower Stage IV/Tier 4f;**
- 2. Authorise the CEO or delegate to make any necessary arrangements for this purchase and related transactions.**

**Appendices:**

1. Tender submitted by Liebherr for the L 550 XPower Loader;
2. Tender Evaluation Summary;
3. Wheeled Loader Customer Test.pptx

**Related Documents:**

2016.17 Front End Loader - Tender Evaluation – Report as presented at Ordinary Meeting of Council 20 October 2016

**Comment:**

In approving the 2016/17 budget, Council authorised the purchase of a loader to replace the current loader which is a Komatsu WA380 with 7,700 Hours.

The budget item anticipated a purchase price of \$318,182 and a trade-in of \$72,727 with a changeover cost of \$245,455. This recommendation is below the budgeted amount at a changeover of \$226,778.

Tenders were sought from the following six suppliers via WALGA's eQuotes procurement system using WALGA's Plant and Equipment preferred supplier panel:

- 1: CJD Equipment Pty Ltd;
- 2: Hitachi Construction Machinery (Australia) Pty Ltd;
- 3: JCB Construction Equipment Australia;
- 4: Komatsu Australia Pty Ltd;
- 5: Liebherr-Australia Pty Ltd;
- 6: WesTrac Pty Ltd.

These suppliers submitted prices for a total of eight different models. Of these eight, four were selected to be inspected and tested and further assessed against operator ergonomics, performance, servicing and warranty.

#### Evaluation Panel

In accordance with Council's Tendering and Evaluation Procedures and Guidelines, a Panel was formed to evaluate these tenders consisting of:

<b>Name</b>	<b>Position</b>
Craig Harris	Works Manager
Ashley Sutherland	Leading Hand
Brett Reid	Operator

The following machines were inspected tested by the Evaluation Panel on 21 October:

<b>Hitachi ZW220-5</b>	<b>JCB 456ZX</b>	<b>Liebherr L550</b>	<b>Westrac CAT 950H</b>
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Following these inspections and tests, the combined opinion was that the Liebherr and CAT models were the better machines and the next step should be to further test their performance.

The suppliers of these models were then contacted to arrange for testing under working conditions. However CAT confirmed that they were unable to provide the exact model they tendered as they had recently sold the last of this model in Australia with the new model not arriving until December. The new model will not include the required features as per the tender Request For Quote. This means that



because they're unable to provide the model in their tender, the command steering component is now redundant with only steering wheel or joysticks being available.

The Liebherr machine was tested by one operator 1 November in a working pit which enabled the operator to experience the machine working under load, pushing and digging into stockpiles and simulated loading. As the only unit available for performance testing was in Sydney, the test took place at that location at the supplier's expense.

The operator was impressed with the performance of this machine overall and in particular with the ease and power of digging into a stockpile and also with how the steering works with the different settings available.

The Liebherr XPower model was the second lowest tendered price after Komatsu but rated ahead of all other models overall. In comparing the performance, price and other assessment criteria it is the opinion of the evaluation team that the Liebherr machine represents the best value for money as it exceeds Shire operational requirements.

Whole of life costs are expected to be significantly lower than the other models that were tendered due to the fuel cost savings Liebherr claims above other models of up to 30%. This is achieved largely through their new machine having a dual transmission – hydrostatic as well as mechanical.

Delivery of the latest – Xpower model is scheduled for end of February 2017.

Liebherr have confirmed that they will hold the trade price of \$65,000 until they are able to deliver. Taking later delivery will ensure the Shire benefits from updated features and a reduced price.

The changeover cost for the recommended machine is \$226,778 (\$18,677 below budget).

**Consultation:**

Mrs Claire Trenorden

Senior Finance Officer

Mr Ian McCabe

CEO

**Statutory Environment:**

Local Government Act 1995;

Local Government (Functions and General) Regulations 1996

**Policy Implications:**

GP2 Purchasing policy

**Financial Implications**

This item was included in the 2016/17 budget and the tender amount is within budget.

**Strategic Plan/Risk Implications**

There is no strategic implication.

**Voting Requirements**                      Absolute Majority

Council Decision Number:              3372

Moved: Cr Jones                              Seconded: Cr Holdsworth

**That Council resolve the following:**

- 1. Accept the tender submitted by Liebherr-Australia for a Liebherr loader -L550 XP Power Stage IV/Tier 4f.**
- 2. Authorise the CEO or delegate to make necessary any arrangements for this purchase and related transactions.**

**Vote:** 6/0



**Pricing Details**      One (1) Only Liebherr L 550 XPower® Stage IV / Tier 4f

For the Sum of:	<b>\$ 283,000.00</b>
GST at 10%	\$ 28,300.00
Total Price Including GST:	<u>\$ 311,300.00</u>

**Additional Equipment Included in Offer price:**

- Risk Assessment Report
- Safety Decal Kit
- 2.5kg DCP Fire Extinguisher
- Multi-Channel UHF Radio
- Turbo timer
- Lockable battery isolator
- Fitted hose burst protection valves
- Window tint
- 2<sup>nd</sup> Operators manual
- Two complete sets of keys
- Factory fitted auto grease system
- Detail and delivery to Shire of Wyalkatchem

**Optional Equipment at Additional Price Exclusive of GST:**

• Fitted Loadrite 2180 weigh scales	\$ 8,778.00
•	\$ 00,000.00
•	\$ 00,000.00
•	\$ 00,000.00

**Trade-in Offer:**

The machine offered for trade has been inspected and a value ascertained.

Komatsu WA 380-5, s/n H51119 (05), 7765 hrs	\$ 65,000.00	(Exl. GST)
Change Over Price	\$ <u>246,300.00</u>	(Exl. GST)

Attachments included in the trade unit:- GP bucket

Liebherr reserves the right to re-evaluate the amount for the trade-in at the date when the trade-in is delivered, with due regard to the state, condition and wholesale value of the trade-in from our initial inspection appraisal.

**Payment:**

10% deposit is required on signing Confirmation of Order unless otherwise agreed with full payment received prior to delivery by electronic funds transfer.

**Warranty:**

Twelve (12) months or 2,000 hours full machine warranty, whichever occurs first.  
Thirty six (36) months or 5,000 hours extended driveline warranty, whichever occurs first.

**Delivery:**

This machine is scheduled of line week fifty one (51) approximately eight (8) to nine (9) weeks, please also allow a further six (6) to eight (8) weeks shipping and two (2) weeks PDI.

**Machine Familiarisation:**

Machine familiarisation and maintenance walk-a-around is available for your nominated personnel.

**Validity and Exchange Rate:**

The AUD (\$) quoted price is not fixed or firm. An exchange rate of AUD\$1.00 = €0.68 EURO has been applied to the offered price and is subject to exchange rate variation either favorable or unfavorable to the customers.

**Summary:**

- Non genuine Liebherr attachments or optional extras as requested by the customer will be covered under the original supplier's terms and conditions.
- Any attachments not approved by Liebherr and fitted by the customer, may void the machine warranty if deemed to cause an equipment failure.
- All extended warranties do not cover travel labour, accommodation and associated kilometres and the difference between normal time and overtime hours worked will be chargeable to the customer.
- Failure to conduct correct periodic servicing as set out in the operators manual, may prejudice the manufacturer's warranty.
- It is the customer's responsibility to inform Liebherr when a service is due at an equally agreed time with 48 hour notice required.
- This machine is offered subject to prior sales.

**Technical Literature:**

Technical data is enclosed describing the quoted equipment.

**Configuration of the equipment and working attachment** Quotation 540346**Description****LIEBHERR wheel loader  
L 550 XPower® Stage IV / Tier 4f****Basic wheel loader**

- L 550 XPower® Stage IV / Tier 4f Base Loader 1
- Towing hitch 1
- Travel light - HALOGEN 1
- Light carrier in plastic design 1
- Ride control 1
- Carbamide box (plastic) 1
- Hydraulic oil, Liebherr hydraulic Basic 68 (-10 to +45 °C); 1
- Fender in plastic design 1
- Steel fuel tank 1
- Fuel pre-filter 1
- Reversible fan drive 1
- Automatic after run 1
- Widening for mudguard (plastic design) 1
- Light activation during back-up 1
- Headlights rear (tailgate) (double) - LED 1
- Liebherr-SCR technology 1
- Lockable tank cap 1
- Air pre-cleaner Top-Air 1
- Liebherr universal bold 9900 4kg 1
- LIEBHERR central lubrication system (for Z kinematics) 1
- Additional handrails left 1
- Additional handrails right 1

**Tyre options**

- Bridgestone VJT L3 23.5R25EM 1

**Operator's cab**

- Storage box left 1
- Adapter plate for additional fastening on the multi-function rail 1
- Left armrest 1
- Access assistance to facilitate cleaning windscreen 1
- Exterior mirror, electrical adjustable, with heating 1
- Outer panelling for operator's cab: Light carrier and a/c-box in plastic 1
- Seat belt with audible warning (for Grammer driver's seat) 1
- Operating hour meter (mechanic) 1
- Premiumdisplay (Touchscreen), with height adjustment and tilting function 1
- Operator seat with pneumatic suspension "Comfort embedded" - Grammer (with seat heating) 1
- Liebherr Operation with button 1
- Horn operation with right button 1
- Interior mirror left & right 1
- Operator's cab with standard windscreen - closed 1
- Automatic air conditioning system 1
- Headrest 1
- Corrosion protection of fittings and electrical contacts 1
- 3 way continuously adjustable steering column (height-adjustable, tilting, folding) 1
- 2-in-1 steering 1
- LiDAT Hard and Software; consider the LiDAT-license customer terms of a license 1
- Emergency steering pump 1
- Radio Comfort, with handsfree set 1
- Swivelling amber beacon - LED design 1
- Light activation during back-up 1
- Headlights rear, double design - LED 1
- Front headlights, double - LED 1

- Left sliding window 1
- Right sliding window 1
- Particle filter F7 1
- Sunblind front 1
- First aid kit 1
- Wide angle mirror 1

**Lift arm**

- 2600mm lift arms (Z-kinematics) 1
- Programmable hoist kick-out and lowering shut-down 1
- Bucket bearing seal (Standard) 1
- Bucket bearing pin (Standard) 1
- Bucket return (automatic, programmable) 1
- Bucket return with button 1
- Additional quick-action couplings (equipment side) (LIEBHERR screwed) 1
- Additional quick couplings for equipment (side attachment) (LIEBHERR screwed) 1

**General**

- Back-up alarm (acoustical) 1
- Rear space monitoring (with LIEBHERR camera) 1
- Sea transportation packaging with box 1
- Documentation 1
  - 1 x CD Operating manual de German + en English / Sparepart list en English : de German
  - 1 x Operating manual printed: en English

**Working tool**

- Rehandling bucket, 2700mm 3,20m<sup>3</sup> with bolt-on cutting edge, including V-shaped overflow panel (curved side parts) 1



**Your recommended Liebherr Service package Offer 540346 - 790****Included Supplementary Warranty power train MATERIAL + LABOUR for the L550-1214**

Subject to our attached General Terms and Conditions for Supplementary Warranties, we warrant the power train of above specified equipment (diesel engine with ECU (without attached parts), pump distributor gear, main working pump, XPower® gearbox, axles with differential gear (without breaks, without wheels), drive shafts, steering pump) (the Warranted Equipment) to be free from defects in material and workmanship under normal use and service for a period of (a) **36 Month(s)** from the earlier of (i) first date of operation of the warranted equipment or (ii) 6 months following delivery to the customer or (b) no more than **5000 h**, whichever first occurs (the Supplementary Warranty Period).

Our sole obligation and the exclusive remedy under this Supplementary Warranty shall be the repair or replacement by us, at its option, of any warranted part acknowledged by us to be defective, if notice of such defect is received by us from the customer within the Warranty Period, including **material and labour costs plus Travel expenses up to 100 km / 2 hr**

Special agreement:

Supplementary warranty is not based on a valid LiDAT use agreement.;

**Agreed conditions of use:**

Load and carry; Service region: Australia.

**Offer and Acceptance**

We trust that this document clarifies all aspects of our quotation to The Shire of Wyalkatchem.

If you are in agreement with this quotation and wish to purchase the goods, could you please sign this page as an offer and acceptance confirmation by you to purchase under Liebherr-Australia terms and conditions set out in this document.

Liebherr-Australia may accept or reject your offer to purchase, in its absolute discretion.

If Liebherr-Australia accepts your offer to purchase, a binding contract will exist.

Kind regards  
LIEBHERR – AUSTRALIA Pty Ltd

**Steven Shore**  
Area Sales Manager - WA  
**Earthmoving Division**

**Mark Taylor**  
Operations Manager - WA  
**Earthmoving Division**

Date...../...../.....

Date...../...../.....

Purchase Order Number (if applicable): .....

I confirm on behalf of The Shire of Wyalkatchem that the supplied information and machine build within this Confirmation of Order is correct, and wish to proceed with this machine purchase.

.....  
**The Shire of Wyalkatchem**  
Ian Mccabe

Job Title.....

Date...../...../.....

## TERMS AND CONDITIONS

### 1. GENERAL

- 1.1 All deliveries and services carried out by the Contractor as well as payments made to the Contractor are exclusively subject to the following terms and conditions. No other terms or conditions shall be binding upon the Contractor unless agreed and accepted in writing by the duly authorised representative of the Contractor
- 1.2 Delivery terms shall be interpreted in accordance with INCOTERMS 2000 EDITION.
- 1.3 All information in respect of delivery ex-factory, shipping, transportation and commissioning are made in good faith, but no guarantee or other assurance explicit or implied is given.
- 1.4 "Contract" means these terms and conditions and includes the covering letter. For the avoidance of doubt the Contract shall not be binding until the Contractor has executed the acceptance of the quotation.

### 2. SPECIFICATIONS

- 2.1 Goods or services shall be supplied in accordance with these conditions and the specification set out in the contract and the Purchaser is responsible for satisfying itself as to their suitability for the Purchaser's application.
- 2.2 The Contractor shall not be bound by any statement concerning the scope of supply, performance or characteristics of goods or services unless expressly incorporated in the Contract.
- 2.3 Our quotation is to be read in conjunction with the technical specification provided; however, the Contractor reserves the right to modify or change the design of the machine without notifying any party and without obligation in regard to modification of other machines of the same model.

### 3. PRICE AND PAYMENT

- 3.1 In consideration of the Contractor delivering the Goods, the Purchaser must pay to the Contractor the whole of the Contract Price plus any tax or charge payable in clause 3.3, 3.4 or 3.5 in accordance with clause 3.2 of this Contract.
- 3.2 Payment of the Contract Price shall be made, unless otherwise agreed in writing between the parties, in the following manner:
  - (a) The Purchaser must pay the Contractor the full amount of the invoice including GST before delivery of the machine.
  - (b) The Purchaser must pay the Contractor the full amount of the invoice including GST via electronic bank transfer to a nominated Liebherr-Australia bank account.
- 3.3 For exports from the country of the Contractor (when delivery point is outside the country of the Contractor), the Purchaser shall pay to the Contractor the amount of any GST or similar sales taxes unless satisfactory proof of export is provided within 60 days (Australia) or 28 days (New Zealand) of delivery of the goods by the Contractor.
- 3.4 If any law or regulation comes into force after the date of the Contractor's tender which increases or reduces the cost of performing the Contract, the Contract price shall be adjusted accordingly. All taxes, duties, fiscal obligations etc., which are present or in future in force including any GST are at the Purchaser's account.
- 3.5 If the quotation is "Subject to Exchange Rate Variation" then the final Contract Price may differ from that contained in the quotation. The exchange rate variation either favourable or unfavourable is to the Purchaser's account. The Purchaser can request the Contractor to fix the exchange rate at any time after placing the order to pay the foreign currency amount specified in the quotation.
- 3.6 If the applicable payment date and/or payment period is not complied with by the Purchaser, the Contractor shall be authorised to charge and invoice the Purchaser – without the need for any notification to this effect – with an annual finance (interest) charge of 10% (ten percent), of the past due balances, together with all other costs (including reasonable attorney's fees) incurred by the Contractor as a result of or in relation to the non-compliance of the Purchaser with payment terms. The above compensation for finance charges and related costs is not in lieu of any other remedy that the Contractor may have pursuant hereto, under any other agreement with the Purchaser and/or at law.
- 3.7 Without limiting the Contractor's other rights under this Agreement, if any invoice is not paid by the Purchaser by the due date for payment:
  - (a) The Contractor may, in its sole discretion, cancel delivery of the Equipment; and,
  - (b) The Contractor will be entitled to list the Purchaser's payment default/s with the Credit Reference Association of Australia or other relevant credit reference organisations, which the Purchaser acknowledges may affect their credit rating.

### 4. PURCHASERS GENERAL OBLIGATIONS

- 4.1 The Purchaser shall provide on time any approval, instruction, material, access to site or other thing which may be required in relation to the performance of the Contractor's obligations and which is not expressly stated to be the Contractor's responsibility.
- 4.2 Any authorisation required by any authority in the country of installation to allow the Contractor to perform this Contract shall be obtained by the Purchaser at no cost for the Contractor.

It is the responsibility of the Purchaser to obtain these authorisations in due time so as not to affect the performance of the Contract. These authorisations include, but are not limited to the following: application for import licence, performance of transport, performance of services, labour, temporary import licence for tools or other equipment of the Contractor necessary to perform the Contract or part of the Contract.

### 5. RISK, SECURITY INTEREST AND TRANSFER OF TITLE AND RISK

- 5.1 Transfer of risk:

All risks of loss or damage to the goods shall pass to the Purchaser:

  - upon delivery of the goods;

unless otherwise provided in the contract.
- 5.2 Delivery:

The Contractor will deliver the goods at the Contractor's place of business in a State or Territory of Australia or New Zealand specified by the Contractor or at some other place specified by the Contractor. The Contractor shall give written notice to the Purchaser of the date of delivery of the goods. The Purchaser shall provide to the Contractor upon request evidence that the Purchaser has insured the Goods against all insurable risks
- 5.3 Transfer of Property and Title:

Property in and title to the goods shall pass to the Purchaser when the Purchaser pays all amounts payable by the Purchaser to the Contractor in relation to the Goods.
- 5.4 Security Interest:

The Purchaser grants to the Contractor a charge over the Goods as security for amounts owing by the Purchaser to the Contractor in relation to the goods. The Contractor may enforce the charge by repossessing and selling the Goods by public auction or private treaty. For the purpose of enabling the Contractor to repossess the Goods the servants or agents of the Contractor may enter upon any place where the goods may be found.
- 5.5 Goods in the possession of the Contractor where property and title have passed. If property and title have passed and the Goods are in the possession of the Contractor:
- 5.5.1 The Contractor shall hold the goods as Bailee for the Purchaser and shall not be liable to the Purchaser for any damage or loss howsoever caused including without limitation damage or loss arising from the negligence of the servants or agents of the Contractor.
- 5.6 Goods in the possession of the Purchaser where property and title have not passed.

While the Goods are in the possession of the Purchaser and property and title have not passed:

- 5.6.1 The Purchaser shall clearly identify the Goods as belonging to the Contractor etc.
- 5.6.2 The Purchaser may only use the Goods in accordance with the Contractor's directions, may not modify, sell or otherwise remove, dispose or grant to a third party any interest (including any security interest) in the Goods and shall retain the Goods in good condition and allow the Contractor unrestricted access to them for the purposes of inspection, protection or removal.
- 5.6.3 Should Purchaser become bankrupt or insolvent or be in similar situation. Contractor shall be entitled to claim the goods and have them sold in compliance with the provisions of the applicable laws and regulations.
- 5.7 If the Purchaser fails to comply with any term of this Contract or any other agreement between the Contractor and the Purchaser, or if the Purchaser becomes bankrupt or insolvent or is in a similar situation, the Contractor or the Contractor's agent may, in addition to any other rights and remedies either of them may have at law (including under any statute):
- (i) request that the Purchaser return the Goods to the Contractor and the Purchaser shall immediately comply with such request;
  - (ii) enter any land or building owned, occupied, or used by the Purchaser, to search for and re-take possession of the Goods; and/or
  - (iii) sell the Goods subject to compliance with applicable laws and regulations.
- 5.8 Nothing in the Contract shall entitle the Purchaser to return the Goods unless the Contractor has requested that the Goods be returned.
- 5.9 If the Contract is subject to the laws of New Zealand, the Purchaser agrees that sections 114(1)(a), 117(1)(c), 133 and 134 of the Personal Property Securities Act 1999 ("PPSA") shall not apply on the enforcement by the Contractor of any security interest created or provided for by these Contract. The Purchaser also waives any rights it may have under sections 116, 119, 120(2), 121, 125, 129 and 131 of the PPSA on such enforcement.
- 5.10 The Purchaser acknowledges receipt of a copy of the Contract and waives any right it may have to receive from the Contractor a copy of any financing statement, financing change statement or verification statement that is registered, issued, or received at any time in relation to the Contract.
- 5.11 The Purchaser will not change its name without giving the Contractor 10 days' notice of what its new name will be.
- 5.12 If the Contract is subject to the laws of New Zealand, unless the context otherwise requires terms and expressions in this clause 5 that are defined in the Personal Property Securities Act 1999 ("PPSA") shall have the same meaning in this clause 5 as in the PPSA and references to the Goods include references to any one of them

## **6. VARIATIONS**

- 7.1 Unless provided otherwise in the Contract, no variation to the Contract may be made unless agreed in writing by the Contractor and the Purchaser.
- 7.2 If any variation increases or reduces the cost to the Contractor of performing the Contract then the Contract Price shall be adjusted accordingly.
- 7.3 A variation will not be effective until an agreement on price and delivery is reached.

## **7. QUALITY ASSURANCE AND CONTROL OF GOODS UNDER MANUFACTURE**

Unless provided otherwise in the Contract and mutually agreed the Manufacturer's standard quality control procedures shall apply to the goods delivered pursuant to the Contract.

All costs for the Purchaser representative(s) to witness the tests shall be for the Purchaser's account.

## **8. WARRANTY**

- 8.1 New Machines:  
Refer to the Liebherr Australia Pty Ltd warranty certificates. It is solely the Purchaser's responsibility to safety check the machine prior to operation.
- 8.2 Used Machines:  
The machine is sold as is where is with no warranty given, expressed or implied as to merchantability or fitness for a particular purpose. It is solely the Purchaser's responsibility to safety check the machine prior to operation.  
The Purchaser unconditionally agrees that, as between the Contractor and the Purchaser, the Goods are purchased in an "as is, where is" condition as at their delivery, and the Contractor neither makes nor gives any warranties, guarantees or representations, expressed or implied, arising by law or otherwise, with respect to the Goods, including but not limited to:
- a) any implied warranty as to condition, design, merchantability or fitness for use or operation;
  - b) any implied warranty arising from performance, course of dealing or usage of trade;
  - c) any obligation, liability, right, claim or remedy in tort, whether or not arising from the Contractor's negligence, actual or imputed; or
  - d) any obligation, liability, right, claim or remedy for loss of or damage to the Goods, for loss of use, revenue or profit with respect to the Goods, for any liability of the Purchaser to any third party, or for any other direct, incidental or consequential damages, and all such warranties, guarantees, representations, obligations, liabilities, rights, claims or remedies, express or implied, statutory or otherwise, are expressly excluded to the extent that the Contractor may lawfully do so under applicable law.
- The machine may not be fitted with a Rollover Protection Structure. There may be no availability of such an approved structure for this machine and it may not have been designed to accept one. All due care must be exercised in the operation of this equipment to ensure that it is not placed in danger of overturning. Such an event could result in injury or death to the operator. The Purchaser agrees that the foregoing has been brought to the Purchaser's attention.
- If the contract is subject to the Laws of New Zealand, the Contractor and Purchaser agree that the provisions of the Consumer Guarantees Act 1993 do not apply to the sale of Goods pursuant to this Contract. The Purchaser certifies that it is acquiring the Goods for the purposes of either:
- a) a business; or
  - b) resupplying the Goods in trade; or
  - c) consuming the Goods in the course of production or manufacture.
- 8.3 No Warranty of or Responsibility for Selection of Fire Suppression System.  
The fire suppression system ("Fire Suppression System") installed on the equipment is not manufactured by the Contractor. The Purchaser covenants and agrees that it selected the Fire Suppression System without relying on any advice or recommendation of the Contractor and requested the Contractor to install the Fire Suppression System. THE CONTRACTOR MAKES NO WARRANTY EXPRESS OR IMPLIED INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE FIRE SUPPRESSION SYSTEM. THE ONLY WARRANTY APPLICABLE TO THE FIRE SUPPRESSION SYSTEM IS THE LIMITED WARRANTY SEPARATELY FURNISHED BY THE MANUFACTURER OF THE FIRE SUPPRESSION SYSTEM, A COPY OF WHICH HAS BEEN DELIVERED TO THE PURCHASER BY THE CONTRACTOR AND THE TERMS OF WHICH ARE INCORPORATED HEREIN BY REFERENCE.

## **9. DRAWINGS AND DESCRIPTIVE DOCUMENTS**

- 9.1 Contractor shall retain the ownership of its studies, drawings, software models and any documents issued and communicated to Purchaser, or of which Purchaser may have had knowledge in fulfilment of the Contract. Such information and documents may be used only by Purchaser and exclusively for execution of the Contract and operation, maintaining, adjusting and repairing the works.  
These documents and information shall be treated as confidential and shall not be distributed, published or generally communicated to any third party without prior express permission in writing by the Contractor.  
The Contractor shall retain the exclusive ownership of the studies performed by same, or by its representatives or subcontractors, for execution of the order.

## **10. INTELLECTUAL AND PROPERTY RIGHT INFRINGEMENT**

The Contractor shall be liable to the Purchaser for all damages and costs awarded against the Purchaser for the infringement of any intellectual property right granted or registered at the effective date of the Contract in the country of destination of the Goods specified in the Contract (or, if none be specified, in the country of the Contractor) and resulting from the use or sale of the Goods but this liability shall not apply to any infringement which is due to the association or combination of the Goods with any other article, apparatus or device or to any Goods or parts thereof made to designs supplied by the Purchaser. This liability is conditional on the Purchaser giving the Contractor prompt written notice of any claim for infringement and permitting the Contractor (at the Contractor's expense) to conduct on the Purchaser's behalf any litigation or negotiations in respect thereof. The foregoing states the Contractor's entire liability for intellectual property right infringement.

#### **11. LIMITATION OF LIABILITY**

- 11.1 Notwithstanding anything expressed or implied to the contrary in these Conditions or elsewhere neither the Contractor the Contractor's Sub-Contractors nor their respective employees or agents shall be liable to the Purchaser or third parties whether by way of indemnity or by reason of any breach of Contract, tort (including but not limited to the negligence of the Contractor or its Sub-Contractors or their respective officers, employees or agents), breach of statutory duty or otherwise (and the Purchaser hereby holds harmless and indemnifies the Contractor its Sub-Contractors and their respective employees and agents) for:
- (i) Any loss of profit, loss of use, loss of production, loss of contracts, increase in operating costs or other financial or economic loss or any indirect or consequential loss or damage whatsoever that may be suffered by the Purchaser or the Contractor or any other person other than for eventual liquidated damages when stated in the Contract.
  - (ii) Damage to or rectification of defects in the Goods after the end of the warranty specified in Clause 9.
  - (iii) Any loss of or damage to property to the extent that the liability for such loss or damage exceeds \$300,000 Three Hundred Thousand Australian Dollars per act or occurrence or per series of acts or occurrences stemming from the same cause.
- 11.2 The total liability of the Contractor on all claims of any kind for any loss or damage resulting from its performance or lack of performance under the Contract shall not in any event exceed the amount equal to the Contract Price, or 2.0 million Australian Dollars, whichever is the lower.
- 11.3 The Purchaser shall indemnify the Contractor against any and all claims in respect of or consequent to pollution or release of substances capable of causing harm to living organisms or interference with ecological systems arising from the Goods or services except in respect of personal injury or death, whether or not resulting from the negligence of any person.
- 11.4 For the purpose of this Clause the Contractor is or shall be deemed to be acting as agent or trustee on behalf of and for the benefit of all persons, firms or companies who are or may from time to time become Sub-Contractors, employees or agents as aforesaid and to such extent all such persons firms or companies shall be, or be deemed to be parties to the Contract.

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

- 12.1 If performance of any obligation under the Contract (other than an obligation of the Purchaser to make payment) is prevented, restricted or delayed by any force majeure event, the party whose performance is affected shall be excused from and shall not be liable for failure in performance to the extent of that prevention, restriction or delay and the time for performance shall be extended accordingly.
- 12.2 "Force majeure" means any circumstances beyond the reasonable control of the parties including but not limited to:
- Acts of god, earthquake, tempest, unusual adverse climatic conditions
  - Labour conflicts / industrial dispute
  - Fires and explosions
  - Action or failure to act of public services or government authorities
  - Acts of war, sabotage, embargoes
  - Insurrection, riots, breach of peace
  - Transportation interruptions or delays beyond Contractors responsibility
  - General shortage of materials
- 12.3 In case one party considers that an event shall be considered as a force majeure case and can affect the work, it shall inform the other party within a period of ten (10) working days counted from the date that he was informed of the event.
- 12.4 Any reasonable additional costs due to a force majeure case incurred by the Contractor to continue to perform his obligations under the Contract so far as reasonably practicable shall be certified and added to the Contract Price.
- 12.5 If performance is delayed for more than 4 months by any cause referred to in the above sub-clause and the parties have not agreed upon a revised basis for continuing the work at the end of the delay, then either party may after that period and while the cause of the non-performance still exists terminate the Contract by not less than 30 days' notice in writing to the other party, in which event the provisions of the Termination Clauses 14.2 or 15.2 (as the case may be) below shall apply.

#### **13. TERMINATION BY THE PURCHASER**

- 13.1 The Purchaser may by giving 15 days' notice be entitled to terminate the Contract for Contractor's default in the following cases:
- The Contractor repeatedly neglecting to perform its material obligations under the contract and failing to comply within a reasonable time with the Purchaser notice to make good such neglect, or
  - The Contractor becoming bankrupt or insolvent, or
  - The Contractor assigning the Contract or Sub-Contracting the whole of the works without the Purchaser's consent.

Payment shall be made within 30 days of such termination notice.

#### **14. TERMINATION BY THE CONTRACTOR**

- 14.1 The Contractor may by giving 15 days' notice be entitled to suspend and / or terminate the Contract when the Purchaser is or has:
- Failed to pay the Contractor in due time,
  - Failed to meet its obligations under the Contract,
  - Become bankrupt or insolvent,
  - A receiver appointed or entered into voluntary administration or similar.
  - Failed to obtain unconditional finance approval for the purchase where such approval is required
  - Assigned or transferred all or any of its rights or obligations under the Contract.
  - In the reasonable opinion of the Contractor is unable to pay amounts due as and when they fall due.
- 14.2 In case of termination by the Contractor under clause 15.1 above or 13, the Purchaser shall pay to the Contractor and amount calculated in accordance with this Clause 15.2:
- 14.2.1 The outstanding balance of the Contract value of the Goods and services which have been delivered or performed and of those goods which are then capable of being delivered, and
- 14.2.2 The costs incurred by the Contractor up to the date of notice of termination in performing work on Goods which are not then in a deliverable state plus a reasonable margin to be agreed between the parties which shall not be less than 10%.

- 14.2.3 The costs incurred by the Contractor after the date of notice of termination in performing work including but not limited to cost in respect of the retrenchment of any employees specifically employed for the contract, shutdown and demobilisation plus a reasonable margin to be agreed between the parties which shall not be less than 10%.
- 14.2.4 The parties agree that the costs will include but not be limited to:
- **Prior to ex-factory shipment**  
Preparation for long term storage, under prevailing conditions in country of origin (eg European Winter), storage costs, handling costs and interest.
  - **Prior to shipment from the country of origin.**  
All costs as above plus, inland freight from the factory to the port, preparation for long term storage at the departure port, port storage costs and interest
  - **Prior to clearance of customs with the shipment placed on bond storage**  
All costs as above plus, inland freight, wharf and port charges at departure and arrival ports, preparation for long term storage at the arrival port, local freight and long term storage costs, customs duty, bond storage cost, interest holding costs.
- 14.2.5 For the avoidance of doubt the Contractor must use reasonable endeavours to mitigate losses and see the Goods to a third party.

## **15. GENERAL CLAUSES CONCERNING TERMINATION**

- 15.1 Termination of the contract in whole or in part however occasioned shall not affect or prejudice the provisions of Clauses 5 (Risk, Security Interest and Transfer of Title and Risk), 9 (Warranty), 12 (Limitation of Liability), 14, 15 and 16 (Termination Clauses) herein.
- 15.2 In case of termination, the Contractor shall be entitled to remove immediately all of Contractor's equipment from the place where they are located at the time of such termination and the Purchaser shall take all steps necessary to facilitate such removal.

## **16. COMMERCIAL-IN-CONFIDENCE**

This quotation or machine order confirmation is to be treated as "Commercial-in-Confidence" and is not to be copied, shown or transmitted in any way to a third party without the permission of the Contractor.

## **17. CONTRACT**

This Contract represents the entire agreement between the parties in relation to the Goods and there are no other representations expressed or implied. The Contract supersedes any previous agreement including both written and verbal agreements in relation to the subject matter hereof.  
Quotations are valid for 30 days from date of quotation, except if otherwise agreed in writing.  
Machine(s) quoted are subject to prior sales until written machine order confirmation by the Contractor is issued.  
Upon receipt of your purchase order, the Contractor will issue a detailed machine order confirmation which subject to your agreement will represent a binding contract.

## **18. MAINTENANCE AND REPAIR CONTRACT ("MARC") QUOTATIONS**

The nominated operating and infrastructure costs are for indicative purposes only and are subject to change without notice. Any quotation will only be binding on the Contractor when confirmed as part of the machine order confirmation.  
MARC figures submitted are subject to yearly review to account for movements in CPI and exchange rate variations.

## **19. TRADE-INS**

Offers made for trade-ins are based on the machine hours, mechanical condition and physical appearance at the date of appraisal. The Contractor reserves the right to offer a lower trade-in value if there are any material changes between the trade-in appraisal date and the date of delivery to the Contractor.

## **20. DISPUTE PROCESS**

- 20.1 Each party has a general obligation to co-operate in good faith.
- 20.2 A party claiming that a Dispute has arisen must notify the other party of the Dispute and provide details of the Dispute ("Dispute Notice").
- 20.3 Within 7 days (or longer if agreed between the parties) after receipt by the other party of a Dispute Notice, the Dispute must be referred to the senior management of the parties for resolution.
- 20.4 If senior management does not resolve the Dispute in accordance with clause 21.3 within 21 days after receipt by the other party of the Dispute Notice, the parties must refer the Dispute for mediation by a mediator appointed by the parties. If the parties are unable to agree on a mediator within 28 days after receipt by the other party of the Dispute Notice, the mediator will be a person appointed by the then President of the South Australian Law Society (for Australia) or the President of the New Zealand Law Society (for New Zealand).
- 20.5 If the Dispute is not resolved under clause 21.4 within 30 days (or any longer period agreed between the parties) after a mediator is appointed either party may initiate proceedings in a court. Until such time neither party may initiate court proceedings except for urgent interlocutory applications.
- 20.6 Any information or document disclosed under this clause 21 shall be kept confidential and shall only be used in attempt to resolve the Dispute.
- 20.7 Each party shall bear its own costs of complying with this clause 21, and will share equally the costs of the mediation.

## **21. GENERAL**

- 21.1 **Governing Law:** The Contract is governed by, and shall be construed in accordance with, the laws of Australia (for Australian Purchasers and other Purchasers excluding New Zealand), the laws of New Zealand (for New Zealand Purchasers).
- 21.2 **Severability:** Any unlawful or voidable provision in this Contract shall be read down so as to be valid and enforceable or, if it cannot be read down, will be severed from this Contract without effecting the validity, legality or enforceability of the remaining provisions provided the reading down or severing does not materially affect the purpose of or frustrate this Contract.
- 21.3 **No merger:** The warranties, covenants, undertakings, agreements or other obligations of a party shall not merge or be extinguished on any completion or settlement in terms of this Agreement but shall remain in full force and effect.
- 21.4 **Binding on Successors in Title:** The provisions of this Agreement shall continue for the benefit of and shall bind the successors and permitted assigns of the parties.
- 21.5 **Intellectual Property Rights:** The ownership of all intellectual property rights (including but not limited to all rights to copyright) in all drawings, plans, designs, specifications or any other material used in relation to the Goods (however recorded or stored) is and will remain vested in the Contractor.
- 21.6 **Confidentiality:** The parties shall keep the existence, the subject matter and the terms of this Contract confidential and no announcement or disclosure shall be made as to the existence of this Contract or its subject matter except in such form and manner and at such time as the parties agree (such agreement not to be unreasonably withheld except where it may materially prejudice the performance of this Contract) or as may be required by law or in good faith in implementing the provisions of this Contract.

			1	2	3	4	5	6			
			CJD Equipment	Hitachi John Deere 644K Z-Bar	Hitachi ZW220-5	JCB 457HT	JCB 456ZX	Komatsu	Liebherr L550	Westrac CAT 950H	
Engine				John Deere	Cummins						
Net Power (kW)				138	145	191	160		129	147	
Rear View Camera				No	Yes						
Delivery			2-4 weeks	2-4 weeks	2-4 weeks	2-4 weeks	2-4 weeks		3-4 weeks		
Inspected					21-Oct		21-Oct		21-Oct	21-Oct	
Criteria	Weighting										
1 Price (Ex GST)	60%	New Machine	\$ 325,000	\$ 309,000	\$ 261,000	\$ 333,000	\$ 261,000	\$ 286,000	\$ 283,000	\$ 303,850	
		Trade In	\$ 60,000	\$ 60,000	\$ 60,000	\$ 63,000	\$ 63,000	\$ 80,000	\$ 65,000	\$ 62,000	
		Auto Grease	\$ 12,155	\$ 10,786	\$ 10,786	\$ 13,750	\$ 13,750	Inc	Inc	Inc	
		Load Scales	\$ 10,644	\$ 13,333	\$ 13,333	\$ 8,800	\$ 8,800	\$ 9,100	\$ 8,778	\$ 17,295	
		Command Steering	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	Inc	Inc	Inc	
		Net Change Over	\$ 307,799	\$ 293,119	\$ 245,119	\$ 312,550	\$ 240,550	\$ 215,100	\$ 226,778	\$ 259,145	
		Rank (Ascending)		7	6	4	8	3	1	2	5
Score (5 to 10) Linear Scale			5.2	6.0	8.5	5.0	8.7	10.0	9.4	7.7	
			31	36	51	30	52	60	56	46	
2 Servicing	20%	24/7 parts & service	Yes	No	No	No	No	No	No	Yes	
		Reputation	Low - tbc	?	?	?	?	Low	High	High	
		Additional Costs	Yes	Yes	No	Yes	Yes	Yes	Yes	Yes	
		Score	6	6	7	6	6	4	7	9	
		Weighted Score	12	12	14	12	12	8	14	18	
3 Warranty	10%	Full Machine Hours							2000	Unlimited	
		Full Machine Months							12	12	
		Warranty-Extended									
		Hours	2500	6000	5000	5000	5000	6000	5000	Unlimited	
		Months	12	36	60	60	60	60	36	36	
		Cost			NA				Yes		
		Score	6	8	9	8	8	5	6	8	
		Weighted Score	6	8	9	8	8	5	6	8	
4 Operator Ergonomics	10%	Score	8	7	8	6	6	6	8	8	
		Weighted Score	8	7	8	6	6	6	8	8	
<b>Total Score</b>			<b>57.46</b>	<b>62.98</b>	<b>81.76</b>	<b>56.00</b>	<b>78.17</b>	<b>79.00</b>	<b>84.40</b>	<b>80.44</b>	
Rank (Descending)			7	6	2	8	5	4	1	3	



**Comparison test:**

In the course of the internal comparison test, two different applications were compared:

■ **Test 1: 6 hours' skip loading with burst limestone:**

- Material: burst limestone
- Material weight: 1.6 t/m<sup>3</sup>
- Loading distance: 20 m



■ **Test 2: 4 hours' load & carry of sand:**

- Material: Sand
- Material weight: 1.4 t/m<sup>3</sup>
- Loading distance: 80 m





<p style="writing-mode: vertical-rl; transform: rotate(180deg);"><b>Test winner: Liebherr L586</b></p> <p style="writing-mode: vertical-rl; transform: rotate(180deg);"><b>XPower®</b></p>	<p><b>Fuel consumption:</b></p> <p>Lowest fuel consumption! Series standard! During quarrying at the rock face as well as during load &amp; carry</p>	<p><b>Low operating costs</b></p> <p>Up to <b>30%</b> fuel consumption advantage at the rock face and <b>72%</b> during load &amp; carry compared to competitors</p>	
	<p><b>Operating capacity:</b></p> <p>Highest operating capacity despite being a small class machine</p> <p><b><u>Also during quarrying at the rock face!!!</u></b></p>	<p><b>Higher productivity</b></p> <p>Up to <b>30%</b> higher operating capacity at the rock face and <b>27%</b> during Load &amp; Carry compared to competitors</p>	
	<p><b>Cycle times:</b></p> <p>Fastest turnaround / cycle times for increased productivity</p>	<p><b>Faster turnaround times</b> <b>Higher productivity</b></p> <p>Up to <b>22%</b> faster turnaround times at the rock face and during load &amp; carry</p>	



**The new XPower® wheel loaders impress all round during quarrying at the rock face as well as during load & carry and deliver the best result of all participants in the test.**



**Direct comparison of L586 XPower® vs. Komatsu WA 500-7 HL\***

\* The WA 500-7 is a stage IIIB machine and does not conform to the emission regulations required by the test!

 <p style="text-align: center;"><b>Skip loading approx. 25m with burst limestone 1.6 t/m<sup>3</sup></b></p> 				
	Operating capacity <b>t/h</b> (net working time)	Fuel consumption <b>l/100t</b> (net working time)	Cycle time <b>Sec/Ls</b> (net)	Fuel consumption <b>l/h</b> (gross working time)
<b>Liebherr L 586 XPower®</b>	871 t/h	4.4 l/100t	42 sec/Ls	24.1 l/h
<b>Komatsu WA 500-7 HL</b>	872 t/h	5.7 l/100t	41 sec/Ls	32.6 l/h
<b>Advantage of Liebherr</b>	<b>+/-0%</b>	<b>30%</b>	<b>-2%</b>	<b>35%</b>

 <p style="text-align: center;"><b>Load &amp; carry approx. 80m, Sand 1.4 t/m<sup>3</sup></b></p> 				
	Operating capacity <b>t/h</b> (net working time)	Fuel consumption <b>l/100t</b> (net working time)	Cycle time <b>Sec/Ls</b> (net)	Fuel consumption <b>l/h</b> (gross working time)
<b>Liebherr L 586 XPower®</b>	606 t/h	4.7 l/100t	53 sec/Ls	28.7 l/h
<b>Komatsu WA 500-7 HL</b>	521 t/h	8.1 l/100t	60 sec/Ls	42.1 l/h
<b>Advantage of Liebherr</b>	<b>16,2%</b>	<b>72%</b>	<b>13%</b>	<b>47%</b>

**8.3.1 COUNCIL PROPERTIES – ACQUISITION AND DISPOSAL — WYALKATCHEM AIRPORT TERMINAL BUILDING – LOT 500 - LEASE TO HAIRDRESSER**

<b>FILE REFERENCE:</b>	5.19.14
<b>AUTHOR'S NAME AND POSITION:</b>	Rachel Nightingale Governance and Emergency
<b>AUTHOR'S SIGNATURE:</b>	<i>R. Nightingale</i>
<b>NAME OF APPLICANT/RESPONDENT/LOCATION:</b>	Shire of Wyalkatchem; Ms Sue Tulip
<b>NOTIFICATION TO APPLICANT:</b>	Required
<b>DATE REPORT WRITTEN:</b>	12 August 2016
<b>DISCLOSURE OF INTEREST:</b>	The author has no financial interest in this matter.
<b>STRATEGIC COMMUNITY PLAN REFERENCE</b>	2.4.5 Proactively develop opportunities for new industry; 6.1.1 Provide ongoing management of existing assets.

**SUMMARY:**

That Council resolve the following:

1. **Dispose of the Wyalkatchem Airport Terminal Building located at Lot 500 as per section 3.58 (3) of the Local Government act to Hairdresser Sue Tulip; and,**
2. **Endorse the agreement between the Shire of Wyalkatchem and Sue Tulip for the provision of a hairdressing service from 14 November 2016 until 14 February 2017;**
3. **Authorise the CEO or delegate to complete any necessary arrangements to effect this decision.**

**Appendix:**

1. Copy of Advertisement published in the Wylie Weekly 28 July 2016;
2. Copy of proposed User Agreement.

**Background:**

A letter was received from Sue Tulip 30/09/2016 requesting permission to rent the vacant room at the railway station for hairdressing. This is due to its proximity to the already established beauticians and the main street. The railway station is listed on the state heritage register and therefore subject to many restrictions in terms of installing hot water and air conditioning.

The airport terminal building was suggested as an alternative until suitable premises became available in town. Sue has some concerns with distance from town but this may be offset by some people travel from outlying areas.

An inspection of the building by Bill Hardy the Environmental Health Officer deemed it suitable for use by a hairdresser providing certain criteria were met. These include using a room with a vinyl floor rather than a carpeted floor and using a separate sink for washing hands to washing hair. A room within the terminal building meets this criteria.

A disposition of property notice was put in the local paper and members of the public were asked to make any submissions or queries in to the shire office. Verbal feedback has been positive and one written submission recommended a minimal rent.

**Comment:**

In accordance with *section 3.58, Local Government Act 1995*, a disposition of property includes leasing, selling or otherwise disposing of a property whether absolutely or not. Property includes the whole or any part of the interest of a local government in property.

In accordance with section 3.58 (3) the lease can occur providing the local government gives local public notice of the proposed disposition, describing the property concerned; giving details of the proposed disposition; and, inviting submissions to be made to the local government within two weeks after the notice is given. Council advertised the proposed disposition by lease in the Wylie Weekly dated 21 October 2016. There was one submission received by the closing date of Wednesday 26 October 4pm. This submission was in regards to adding a fee for the use of the building. This was discussed with Sue and a fee of \$15 per day was agreed for a period of three months.

**Consultation:**

Sue Tulip	The Head Shed
James McGovern	WALGA
Bill Hardy	Environmental Health Officer
James McGovern	WALGA
Ian McCabe	CEO
Community Members	

**Statutory Environment:**

*Local Government Act 1995 s.3.58*

**Policy Implications:**

There is no Council Policy relative to this item.

**Financial Implications:**

Nil

**Strategic Plan/Risk Implications:**

There is a low to medium risk that the hairdresser will not secure enough clients to make her business viable in Wyalkatchem.

**Voting Requirements:**

Simple Majority

**Council Decision Number:**

3373

**Moved:** Cr Holdsworth

**Seconded:** Cr Gamble

**That Council resolve the following:**

- 1. Dispose of the Wyalkatchem Airport Terminal Building located at Lot 500 as per section 3.58 (3) of the Local Government act to Hairdresser Sue Tulip; and,**
- 2. Endorse the agreement between the Shire of Wyalkatchem and Sue Tulip for the provision of a hairdressing service from 14 November 2016 until 14 February 2017;**
- 3. Authorise the CEO or delegate to complete any necessary arrangements to effect this decision.**

**Vote: 6/0**

# Wyalkatchem Shire News



October 2016

## **PROPOSAL TO OPERATE A HAIRDRESSERS FROM THE WYALKATCHEM AIRPORT TERMINAL BUILDING**

Pursuant to section 3.58 of the Local Government Act 1995, local public notice is provided of the Shire of Wyalkatchem's proposal to lease the Wyalkatchem Airport terminal building to a hairdresser (Sue Tulip) on a non exclusive basis. Details of the proposal are as follows:

Description of Property	Wyalkatchem Terminal Building Lot 500 Wyalkatchem/Tammin Road
Details	Hairdressers operating three days per week every three weeks.
Term of lease	To be reviewed January 2017
Value of lease	\$1 per annum if and when requested

Members of the public are invited to make submissions in relation to the proposal.

Submissions should be made in writing to the Chief Executive Officer and received no later than 4pm on Wednesday 26 October 2016.

Shire of Wyalkatchem  
general@wyalkatchem.wa.gov.au  
Tel: 9681 1166

Fax : 9681 1003

**AGREEMENT**

between

**Shire of Wyalkatchem**

And

**The Head Shed (“Lessee”)**

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## **BACKGROUND**

The Shire of Wyalkatchem (“Lessor”) is the owner of the Wyalkatchem Aerodrome

The Head Shed (“Lessee”) is the operator of the hairdressers

The lessor and lessee enter into this deed to set the terms and conditions of this agreement.

## **AGREEMENT**

1. The “Aerodrome” means the facilities located on Lot 500, Wyalkatchem Tammin Road, Wyalkatchem. The lessee has a designated area for the hairdressing facility as outlined in annexure A.
2. Subject to the conditions set out hereafter, the shire agrees to grant the lessee the right to enter the Terminal Building for the purposes of operating the hairdressing service.
3. The terms of the lessee agreement (“the agreement”) shall commence 14 November 2016 and will be valid until 14 February 2017 when it will be reviewed.
4. The agreement is conditional upon the following:
  - I. The room is to be left clean and tidy and any breakages are to be reported to the Shire immediately. In the event that the area designated to hairdressing (annexure A) is not left clean, the Shire’s cleaning staff will be requested to carry out the cleaning and the lessee will be charged these additional costs.
  - II. The lessee has been allocated one key for the rooms. This key will remain in their possession for the duration of the agreement. A bond of \$15 for the key is payable.
  - III. Access is only permitted on the relevant operational days. A request for access outside these days may be made to the Shire of Wyalkatchem for consideration.
  - IV. The lessee agrees that this is a non-exclusive lease.
  - V. The building must be LOCKED on exit and all lights are to be switched off.
5. The lessee agrees that she will at all times remain responsible for her own health, safety and welfare and further acknowledges that the Shire does not have any responsibility to her in this regard whatsoever.
6. The lessee agrees to indemnify the Shire against any loss or damage that the Shire may suffer as a result of any act or omission by her regardless of whether or not that act or omission is negligent or careless
  - I. The lessee is required to obtain public liability Insurance (\$10,000,000) and agrees to indemnify the Shire against all actions, claims, demands and costs arising out of or in connection with the use/hire of this facility. Copies of certificates of currency are required to be submitted to the shire each year.

- II. The lessee is required to obtain Property Insurance for all equipment held in their possession. Copies of certificates of currency are required to be submitted to the shire each year.
  - III. In the event that the Terminal building is damaged during use, the lessee will be responsible for the first \$1000 damage (insurance excess).
7. The lessee will pay a \$15/day lease. This will be reviewed during the budget process.
  8. The lessee shall not make any building alterations or affix fittings/fixtures without receiving prior approval from the Shire.
  9. **Breach of licence conditions.** If not remedied within 14 days from date of notice, the Shire will withdraw permission to use the facility and cancel this agreement without further notice.

## **PAYMENT OF MONEY**

- I. The lessee is responsible for electricity usage in excess of \$1500 per annum
- II. The Shire of Wyalkatchem is responsible for the water costs up to an amount of \$1000 per annum

Any Amounts Payable to the Shire under this agreement must be paid to the Shire at the address of the Shire referred to in the Licence or as otherwise directed by the Shire by Notice from time to time.

## **USE**

### **Restrictions on Use**

#### **Generally**

The lessee must not and must not suffer or permit a person to –

- I. Use the Terminal Building or any part of it for any purpose other than as a hairdressing facility.
- II. Use the Terminal Building for habitation purposes or as a permanent or temporary residence;

#### **No offensive or illegal acts**

The lessee must not and must not suffer or permit a person to do or carry out on the Licensed Premises any harmful, offensive or illegal act, matter or thing.

#### **No nuisance**

The lessee must not and must not suffer or permit a person to do or carry out on the Licensed Premises anything which causes a nuisance, damage or disturbance to the Shire or to owners or occupiers of neighbouring properties.

#### **No dangerous substances**

The lessee must not and must not suffer or permit a person to place any explosive or highly flammable material on the Licensed Premises without appropriate precautions and without having first obtained the written approval of the Shire.



## **MAINTENANCE AND REPAIR**

The lessee AGREES with the Shire that during the Term

- I. The lessee shall be responsible to keep and maintain the designated Area as referenced in Annexure A in good and substantial repair, order and condition and in a clean and tidy state free from refuse, rubbish, garbage and litter; The lessee is responsible for the costs of any of the repairs.

## **NO ASSIGNMENT, SUBLETTING AND CHARGING**

### **No Assignment or Subletting**

The rights in this agreement are personal to the lessee, and the lessee may not transfer, assign, sublet, assign or otherwise part with possession or in any way dispose of any of its rights or obligations.

## **OBLIGATIONS ON EXPIRY OR TERMINATION OF LICENCE**

### **Peacefully Surrender**

On Termination the lessee must peacefully surrender and return to the Shire the Licensed Area in a condition consistent with the performance of the lessee's Obligations under this Licence.

### **Restoration of Licensed Area**

If directed to do so by the Shire, the lessee must at own cost and expense and to the Shire's satisfaction restore the Licensed Area to the same or substantially the same condition as it was immediately prior to the Commencement Date.

### **Removal and Sale of Improvements**

- I. Unless otherwise agreed by the Shire in writing in the event this Licence is terminated or otherwise determined the lessee must at its own cost and to the Shire's satisfaction remove all fixtures, buildings, improvements and structures erected on the Licensed Area by the lessee .

### **Obligation to continue**

The lessee obligations under this clause will continue, notwithstanding the end or Termination of this Licence.

## **DISPUTES**

### **Appointment of Arbitrator**

Any dispute or difference arising between the parties to this Licence touching any aspect of this Licence or the operation or construction hereof shall be referred to a single arbitrator in accordance with and subject to the provisions of the *Commercial Arbitration Act 1987* and in any such proceedings the parties shall be entitled to be represented by a legal practitioner.

## **NOTICE**

### **Form of Delivery**

A Notice to a person must be in writing and may be given or made:

- (a) By a delivery to the person personally; or
- (b) By addressing it to the person and leaving it, e-mailing or posting it by registered post to the address of the Party appearing in this Licence or any other address nominated by a Party by notice to the other.

### **Service of Notice**

A Notice to a person is deemed to be given or made:

- (a) If by personal delivery, when delivered;
- (b) If by leaving the Notice at the Shire of Wyalkatchem, Cnr Honour Avenue and Flint Street, Wyalkatchem during business hours. Or by e-mailing [general@wyalkatchem.wa.gov.au](mailto:general@wyalkatchem.wa.gov.au)

## **AMENDMENTS TO LICENCE**

Subject to such consents as are required by this Licence or at law, this Licence may be varied by the agreement of the parties in writing.

## **ACTS BY AGENTS**

All acts and things which the Shire is required to do under this Licence may be done by the Shire, the CEO, an officer or the agent, solicitor, contractor or employee of the Shire.

## **FURTHER ASSISTANCE**

The Parties must execute and do all acts and things necessary or desirable to implement and give full effect to the terms of this Licence.

## **SEVERANCE**

If any part of this Licence is or becomes void or unenforceable, that part is or will be severed from this Licence to the intent that all parts that are not or do not become void or unenforceable remain in full force and effect and are unaffected by that severance.

**Executed** by the parties as a deed

**Shire of Wyalkatchem:**

\_\_\_\_\_  
Signature of Chief Executive Officer

\_\_\_\_\_  
Name of Chief Executive Officer in full

Date: \_\_\_\_\_

**The Head Shed:**

\_\_\_\_\_  
Signature of lessee

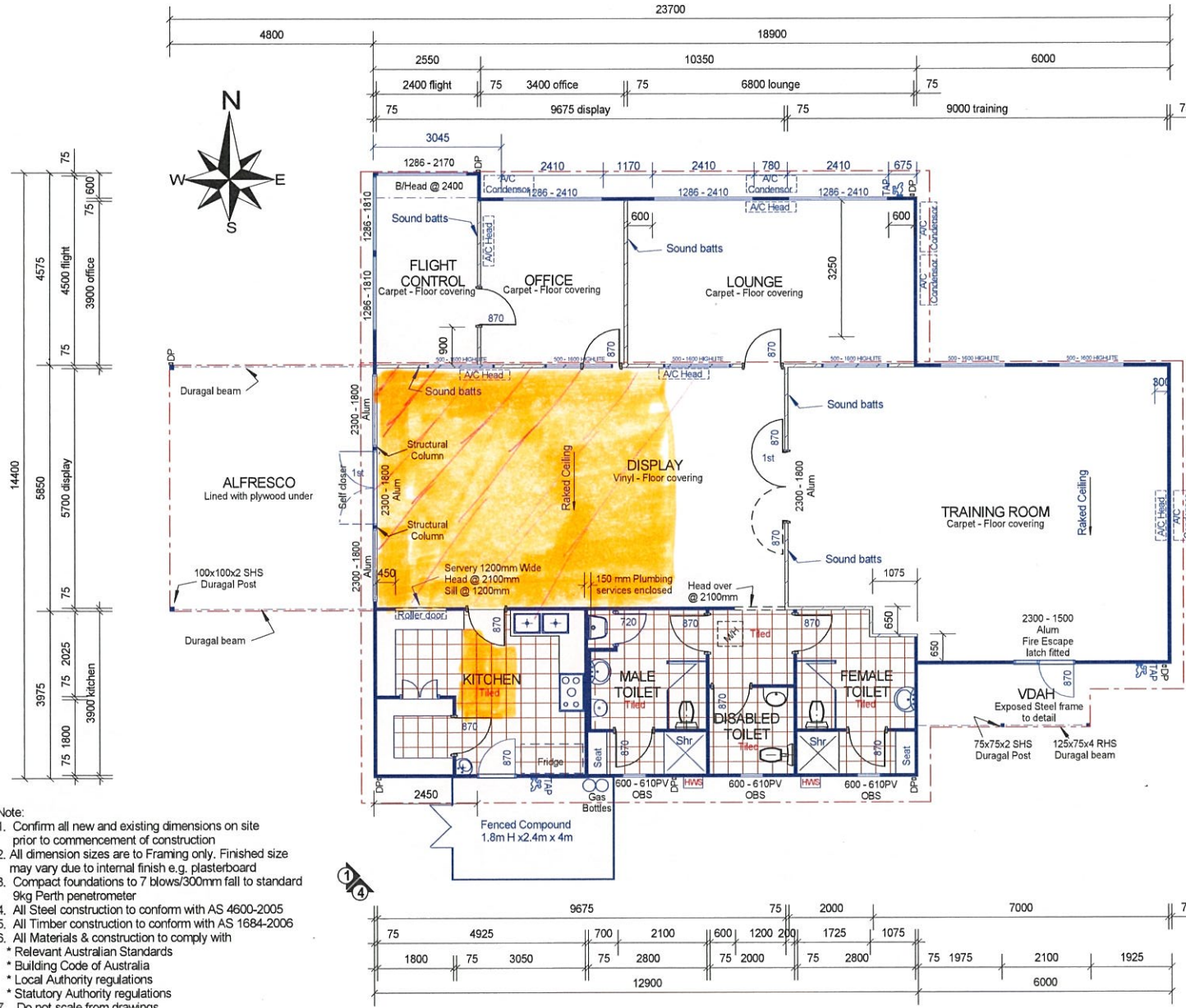
\_\_\_\_\_  
Name of lessee in full

Date: \_\_\_\_\_

In the presence of:

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Name of Witness in full



- Note:
1. Confirm all new and existing dimensions on site prior to commencement of construction
  2. All dimension sizes are to Framing only. Finished size may vary due to internal finish e.g. plasterboard
  3. Compact foundations to 7 blows/300mm fall to standard 9kg Perth penetrometer
  4. All Steel construction to conform with AS 4600-2005
  5. All Timber construction to conform with AS 1684-2006
  6. All Materials & construction to comply with
    - \* Relevant Australian Standards
    - \* Building Code of Australia
    - \* Local Authority regulations
    - \* Statutory Authority regulations
  7. Do not scale from drawings
  8. Materials, fixtures, fittings and building components shall be installed in accordance with manufacturers specification
  9. Location of Downpipes may vary at Builders Discretion
  10. Tiling Pattern shown on floors is diagrammatic only

**FLOOR PLAN**  
SCALE 1 : 100

*= designated area for hairdressing.*

TERMINAL AREA	222.45 m <sup>2</sup>
ALFRESCO	28.08 m <sup>2</sup>
VERANDAH	3.15 m <sup>2</sup>
<b>TOTAL AREA</b>	<b>253.68 m<sup>2</sup></b>
PERIMETER	66.6 m

**NOTE:**  
▲ Vertex Blinds to all windows.

**Water Efficiency**

- All tap fittings other than Bath outlet and garden taps to be Min. 4 star WELS rated
- All Shower Heads to be Min. 3 star WELS rated
- All Sanitary flushing systems to be Min. 4 star WELS rated

**Hot Water Systems**

- Heat Pump complies with AS 4552-2005 and achieves min 5 star rating as per AS 4552-2005

DRAWING AS REFERRED TO IN THE CONTRACT:

DATE: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

SIGNED BY OWNER: \_\_\_\_\_

SIGNED BY OWNER: \_\_\_\_\_

SIGNED BY BUILDER: \_\_\_\_\_

**Special**

PROPOSED RESIDENCE FOR:  
**Wyalkatchem Airfield Terminal**  
**Wyalkatchem WA**

DRAWN : PG	JOB No.
DATE : 19 - 01 - 10	<b>09/346</b>
SCALE : 1: 100	REVISION
SHEET : 1 of 7	<b>REV 01</b>

**WESTEEL HOMES**

Jamusan Enterprises Pty Ltd T/A  
**WESTEEL HOMES**  
PH: 9524 6744 FAX: 9524 6022  
P.O Box 7133, Secret Harbour WA 6173  
www.westeel.com.au

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- 9. Motions of which previous notice has been given**
- 10. Questions by members of which due notice has been given**
- 11. New business of an urgent nature introduced by the presiding person**
- 12. Matters for which the meeting may be closed – Not applicable**
- 13. Closure of meeting: 17.10**