



## ORDINARY COUNCIL MEETING

22 June 2021

Attachment Booklet – June 2021

**ATTACHMENT: CC01**  
Accounts for Payment – May 2021

*Attachment 1*  
Accounts for Payment – May 2021

# Shire of Irwin

List of Accounts paid May 2021 for presentation to the  
Council Meeting 22 June 2021

MUNICIPAL/(TRUST) PAYMENTS			
EFT/CHQ #	DATE	DESCRIPTION	PAYMENTS
EFT27268	04/05/2021	ATC WORK SMART	SCHOOL BASED TRAINEESHIP
EFT27269	04/05/2021	ATOM	WORKSHOP SUPPLIES
EFT27270	04/05/2021	BLACKWOODS	PPE FOR TRANSFER STATION
EFT27271	04/05/2021	CANINE CONTROL	CONTRACT RANGER SERVICES
EFT27272	04/05/2021	IRWIN RURAL SUPPLIES & STOCKFEEDS	FOOD FOR SENTINEL CHICKENS
EFT27273	04/05/2021	CORE BUSINESS AUSTRALIA	DEVELOP WORK HEALTH SAFETY MANUAL
EFT27274	04/05/2021	CRAMER AND NEILL REFRIGERATION	REPLACEMENT OF COOL ROOM CEILING
EFT27275	04/05/2021	CIVIC WORKFORCE MANAGEMENT	PROFESSIONAL HR ADVICE
EFT27276	04/05/2021	DONGARA HANDYMAN SERVICE	REPAIR SUNKEN PAVING AREAS AT MEMORIAL PARK
EFT27277	04/05/2021	DONGARA BOBCAT & CONTRACTING SERVICES	SITE WORKS AT TRANSFER STATION AND CLEARING OF MILO CROSSING
EFT27278	04/05/2021	DONGARA BODY BUILDERS	SUPPLY AND FIT NEW PTO AND PUMP TO NISSAN PRIME MOVER AND SERVICING OF HEAVY PLANT AND TRAILERS
EFT27279	04/05/2021	DONGARA BUILDING & TRADE SUPPLIES	PARKS, GARDENS, BUILDING, ROAD MAINTENANCE SUPPLIES
EFT27280	04/05/2021	DONGARA CONCRETE SERVICES	REINSTATEMENT OF FOOTPATH AT SURF BEACH
EFT27281	04/05/2021	DONGARA DRILLING & ELECTRICAL	PREPARE ONGA PUMP & INSTALL AT TOWN PARK AND CONNECT GENERATOR AT MEDICAL CENTRE
EFT27282	04/05/2021	DONGARA VETERINARY HOSPITAL	BLEEDING OF SENTINEL CHICKENS
EFT27283	04/05/2021	DONGARA LOCAL RAG	ADVERTISING AND VISITOR CENTRE STOCK
EFT27284	04/05/2021	DONGARA MIDWEST WASTE	PORTABLE TOILET HIRE EASTER OVERFLOW CAMPING
EFT27285	04/05/2021	DONGARA PAINTING SERVICES	PAINTING OF UNIT 6 AFTER VACANCY
EFT27286	04/05/2021	ELEMENT ADVISORY PTY LTD	LOCAL PLANNING STRATEGY REVIEW
EFT27287	04/05/2021	EDGE DIGITAL TECHNOLOGY	REPLACED FAILED LAMP POWER SUPPLY AT DRIVE IN THEATRE
EFT27288	04/05/2021	FIRST HEALTH SERVICES	PRACTICE MANAGEMENT SERVICES - DONGARA MEDICAL CENTRE
EFT27289	04/05/2021	FIVESTAR BUSINESS SOLUTIONS & INNOVATION	PRINTER CHARGES ADMIN, VISITOR CENTRE & REC CENTRE
EFT27290	04/05/2021	CITY OF GREATER GERALDTON	MERU WASTE DISPOSAL AND BUILDING CERTIFICATION SERVICES
EFT27291	04/05/2021	GLASS CO WA	REPAIRS TO UNIT 37 THE VILLAGE
EFT27292	04/05/2021	GREENFIELD TECHNICAL SERVICES	UPDATE AND MODIFY TRANSFER STATION PLANS
EFT27293	04/05/2021	GLOBAL SPILL & SAFETY	ROAD SIGNAGE AND FRAMES
EFT27294	04/05/2021	JR & A HERSEY	PPE FOR OPERATIONS STAFF
EFT27295	04/05/2021	JASON SIGNMAKERS	BUILDING OUR FUTURE SIGN
EFT27296	04/05/2021	JOSH BYRNE & ASSOCIATES	PROGRESS PAYMENT - RIVER TRAILS AND ENTRY STATEMENT
EFT27297	04/05/2021	KIRKLAND ELECTRICAL SERVICES	INSTALL NEW POWER POINT AT DEPOT
EFT27298	04/05/2021	KOMATSU AUSTRALIA PTY LTD	SERVICE OF KOMATSU LOADER
EFT27299	04/05/2021	LOCALISE PTY LTD	STRATEGIC COMMUNITY PLAN REVIEW AND UPDATE & CORPORATE BUSINESS PLAN REVISIONS
EFT27300	04/05/2021	LO-GO APPOINTMENTS	CONTRACTOR - ACTING MANAGER FINANCE AND RELIEF FINANCE OFFICER
EFT27301	04/05/2021	NODE 1 PTY LTD	NBN FIBRE CONNECTION FEES 2020/21
EFT27302	04/05/2021	LOGIC IT	REPLACE POWER SUPPLY FOR THE NODE 1 INTERNET CONNECTION
EFT27303	04/05/2021	MARSDEN'S BECKENHAM TRANSPORT PTY LTD	FREIGHT CHARGES
EFT27304	04/05/2021	MARKET CREATIONS	SUPPORT AGREEMENT, HOSTING SERVICES, VOIP SERVICES FOR SHIRE FACILITIES AND MEDICAL CENTRE
EFT27305	04/05/2021	MARKETFORCE PTY LTD	ADVERTISING
EFT27306	04/05/2021	MEDELECT BIOMEDICAL SERVICES	MEDICAL CENTRE GAS EQUIPMENT SERVICE
EFT27307	04/05/2021	METRO COUNT VEHICLE CLASSIFIER SYSTEMS	ROLLS OF PREMIUM RUBBER ROAD TUBE
EFT27308	04/05/2021	MIDWEST FIRE PROTECTION & SAFETY SERVICES	ANNUAL SERVICING OF FIRE EQUIPMENT AT REC CENTRE INCLUDING FIRE EXTINGUISHERS AND REPLACE HOSE REEL AT DEPOT
EFT27309	04/05/2021	MITCHELL AND BROWN COMMUNICATIONS	TV TRANSMITTER - UPDATE
EFT27310	04/05/2021	MIDWEST SOLAR AND WATER	PLUMBING REPAIRS AT SHIRE FACILITIES, ABLUTIONS AND THE VILLAGE
EFT27311	04/05/2021	LGIS WA	STAGE 2 CONTRACT INSURANCE FOR THE CONSTRUCTION OF THE INDEPENDENT LIVING UNITS
EFT27312	04/05/2021	NEW LEAF CONNECT	SCHOOL HOLIDAY PROGRAM - DONGARA EXPLORERS TOUR
EFT27313	04/05/2021	THE WORKWEAR GROUP	CORPORATE UNIFORM
EFT27314	04/05/2021	PRITCHARD BOOKBINDERS	BINDING OF OCM MINUTES
EFT27315	04/05/2021	SHORELINE OUTDOOR WORLD	SERVICE AND REPAIR PANEL LIFT DOOR AT 2 KENNEDY HEIGHTS
EFT27316	04/05/2021	CLEANAWAY CO PTY LTD	RESIDENTIAL, COMMERCIAL AND STREET BINS COLLECTION, FRONT LIFT COLLECTION, TRANSFER STATION MTCE AND LANDFILL MTCE
EFT27317	04/05/2021	WA FLAGS & BANNERS	FLAGS
EFT27318	04/05/2021	AFGRI EQUIPMENT PTY LTD	PARTS FOR JOHN DEERE MOWER
EFT27319	04/05/2021	ON HOLD ON LINE	MONTHLY ON HOLD MESSAGE
EFT27320	04/05/2021	WOODLANDS DISTRIBUTORS & AGENCIES PTY LTD	DOGGY DUMPAGE DISPOSAL BAGS
EFT27321	04/05/2021	Z-CARD POCKETMEDIA SOLUTIONS	THUNGARRA TRAILS WALKING MAPS
EFT27322	12/05/2021	ATOM	CONTAINERS, WORKSHOP SUPPLIES, TOOL KITS AND BOXES AND BATTERY TOOLS AND KITS FOR OPERATIONS
EFT27323	12/05/2021	AUSSIE TREE SERVICES	PRUNING WORKS ON MORETON TERRACE
EFT27324	12/05/2021	BOB WADDELL CONSULTANT	ASSISTANCE WITH 20/21 ANNUAL BUDGET REVIEW
EFT27325	12/05/2021	CANINE CONTROL	CONTRACT RANGER SERVICES
EFT27326	12/05/2021	RJ & JR PECK - CARRIBEAN HARDWARE	OPERATIONAL TRAINING
EFT27327	12/05/2021	CARRAMAR COASTAL NURSERY	VARIOUS TUBESTOCK PLANTS
EFT27328	12/05/2021	CENTRAL REGIONAL TAFE	TRAFFIC MANAGEMENT COURSE
EFT27329	12/05/2021	CORE BUSINESS AUSTRALIA	PROJECT SUPERVISION
EFT27330	12/05/2021	DONGARA BODY BUILDERS	SERVICING OF TRAILERS
EFT27331	12/05/2021	DONGARA MIDWEST WASTE	COASTAL NODES SEPTIC TANK SERVICE
EFT27332	12/05/2021	ELEMENT ADVISORY PTY LTD	LOCAL PLANNING STRATEGY REVIEW

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EFT/CHQ #	DATE	DESCRIPTION	PAYMENTS
EFT27333	12/05/2021	HOCKEY'S PEST SERVICE	PEST TREATMENT AT 2 KENNEDY HEIGHTS AND UNIT 5 THE VILLAGE
EFT27334	12/05/2021	JOSH BYRNE & ASSOCIATES	STRATEGIC COMMUNITY PLANNING SESSION
EFT27335	12/05/2021	KELLI DAWSON	VISITOR CENTRE STOCK
EFT27336	12/05/2021	KIRKLAND ELECTRICAL SERVICES	RICHARDSON ROAD REFURBISHMENT AND ELECTRICAL REPAIRS AT THE VILLAGE AND SHIRE FACILITIES
EFT27337	12/05/2021	MICHELLE HOBBS	REFUND OF SCHOOL HOLIDAY PROGRAM FEES PAID - CANCELLED DUE TO CYCLONE SEROJA
EFT27338	12/05/2021	NATALIE PITARO	REFUND OF SCHOOL HOLIDAY PROGRAM FEES PAID - CANCELLED DUE TO CYCLONE SEROJA
EFT27339	12/05/2021	TANYA SUNDERLAND	REFUND OF SCHOOL HOLIDAY PROGRAM FEES PAID - CANCELLED DUE TO CYCLONE SEROJA
EFT27340	12/05/2021	THURKLE'S EARTHMOVING & MAINTENANCE	PUSH UP UNPROCESSED GRAVEL FOR WORKS ON CASUARINAS, TABLETOP AND BURMA ROAD
EFT27341	12/05/2021	TOTALLY WORKWEAR GERALDTON	PROTECTIVE UNIFORM FOR OPERATIONS
EFT27342	12/05/2021	TYREPOWER LIMITED	REPLACEMENT TYRE FOR HOLDEN COLORADO
EFT27343	12/05/2021	VAC WEST INDUSTRIAL	DRAINAGE CLEARANCE
EFT27344	12/05/2021	PUBLIC TRANSPORT AUTHORITY OF WA	BUS TICKET SALES
EFT27345	12/05/2021	IRWIN SHIRE - RATES	PAYROLL DEDUCTIONS
EFT27346	12/05/2021	SHIRE OF IRWIN - LOTTO FUND	PAYROLL DEDUCTIONS
EFT27347	21/05/2021	BABA MARDIA ROAD SERVICES	TRAFFIC CONTROL FOR WORKS ON ALLANOOKA SPRINGS ROAD, TABLETOP ROAD AND ANZAC DAY SERVICE
EFT27348	21/05/2021	CONSTRUCTION TRAINING FUND	CONSTRUCTION TRAINING FUND RECONCILIATION
EFT27349	21/05/2021	BEAUREPAIRES GERALDTON	SUPPLY AND FIT TYRES TO SIDE TIPPER TRAILER
EFT27350	21/05/2021	DEPARTMENT OF MINES INDUSTRY REGULATION AND SAFETY	BUILDING SERVICES LEVY RECONCILIATION
EFT27351	21/05/2021	CLEANAWAY DANIELS PTY LTD	CLINICAL WASTE SERVICE - MEDICAL CENTRE
EFT27352	21/05/2021	TOLL	FREIGHT CHARGES
EFT27353	21/05/2021	CIVIC WORKFORCE MANAGEMENT	PROFESSIONAL HR ADVICE
EFT27354	21/05/2021	DELTA CLEANING SERVICES	CLEANING CONTRACT INCLUDING ADDITIONAL CLEANING
EFT27355	21/05/2021	DONGARA BUILDING & TRADE SUPPLIES	PARKS, GARDENS, BUILDING, ROAD MAINTENANCE SUPPLIES
EFT27356	21/05/2021	DONGARA CONCRETE SERVICES	SUPPLY AND LAY CONCRETE AT GRANNY'S BEACH
EFT27357	21/05/2021	TYREPOWER DONGARA	BATTERY REPLACEMENT FOR IRWIN BFB 4.4
EFT27358	21/05/2021	DONGARA IRWIN RACE CLUB	SPONSORSHIP - FASHIONS ON THE FIELDS 2021 EASTER RACE DAY
EFT27359	21/05/2021	FIVESTAR BUSINESS SOLUTIONS & INNOVATION	PRINTER CHARGES ADMIN, VISITOR CENTRE & REC CENTRE
EFT27360	21/05/2021	FIVE GUMS FAMILY MEDICAL PRACTICE	PRE PLACEMENT MEDICALS
EFT27361	21/05/2021	CITY OF GREATER GERALDTON	MERU WASTE DISPOSAL
EFT27362	21/05/2021	REFUEL AUSTRALIA	FUEL CARD PURCHASES
EFT27363	21/05/2021	GHD PTY LTD	VEHICLE PATH TRACKING OF DRIVEWAY ACCESS ON MORETON TERRACE
EFT27364	21/05/2021	GLASS CO WA	REPAIRS AT UNIT 17 THE VILLAGE
EFT27365	21/05/2021	GREAT NORTHERN RURAL SERVICES	RETICULATION SUPPLIES
EFT27366	21/05/2021	GLOBAL SPILL & SAFETY	ROAD SIGNAGE
EFT27367	21/05/2021	GYMNASTICS WA	GYMNASTICS AUSTRALIA FEE, INSURANCE AND GYMNASICS WA FEE
EFT27368	21/05/2021	HLS LEGAL	PROFESSIONAL LEGAL FEES
EFT27369	21/05/2021	INCITE SECURITY	SECURITY MONITORING - MEDICAL CENTRE
EFT27370	21/05/2021	KLEENHEAT GAS	CYLINDER SERVICE CHARGE
EFT27371	21/05/2021	LO-GO APPOINTMENTS	CONTRACTOR - ACTING MANAGER FINANCE AND RELIEF FINANCE OFFICER
EFT27372	21/05/2021	MARKET CREATIONS	VOIP CHARGES - MEDICAL CENTRE
EFT27373	21/05/2021	MARKETFORCE PTY LTD	ADVERTISING
EFT27374	21/05/2021	MIDWEST MOWERS & SMALL ENGINES	HUSQVARNA MOWERS AND REPAIRS TO SUNDRY PLANT
EFT27375	21/05/2021	MITCHELL & BROWN	TILT TV MOUNT FOR TV IN ADMIN MEETING ROOM
EFT27376	21/05/2021	MITCHELL AND BROWN COMMUNICATIONS	TV TRANSMITTER - UPDATE
EFT27377	21/05/2021	MJB INDUSTRIES	CONCRETE PIPE, HEADWALL AND RUBBER RINGS FOR WORKS ON TABLETOP, BURMA AND ALLANOOKA SPRINGS ROAD
EFT27378	21/05/2021	MIDWEST SOLAR AND WATER	PLUMBING REPAIRS AT THE VILLAGE AND SHIRE FACILITIES
EFT27379	21/05/2021	THE WORKWEAR GROUP	CORPORATE UNIFORM
EFT27380	21/05/2021	PEMCO DIESEL	SERVICE OF HINO PRIME MOVER
EFT27381	21/05/2021	PIXIES SCREEN PRINTS	CORPORATE UNIFORM
EFT27382	21/05/2021	POSITION PARTNERS PTY LTD	MAGNET ANNUAL SUPPORT & DATA
EFT27383	21/05/2021	DONGARA RETURNED SERVICES LEAGUE (RSL)	SUNDRY DONATION - ANZAC DAY 2021
EFT27384	21/05/2021	SHORELINE OUTDOOR WORLD	REPAIRS TO GARAGE DOOR AT 2 KENNEDY HEIGHTS
EFT27385	21/05/2021	CLEANAWAY CO PTY LTD	RESIDENTIAL, COMMERCIAL AND STREET BINS COLLECTION, FRONT LIFT COLLECTION, TRANSFER STATION MTCE AND LANDFILL MTCE
EFT27386	21/05/2021	PUBLIC TRANSPORT AUTHORITY OF WA	BUS TICKET SALES
EFT27387	21/05/2021	WINC AUSTRALIA PTY LTD	PRINTER CHARGES DEPOT
EFT27388	21/05/2021	AUSTRALASIAN PERFORMING RIGHT ASSOCIATION - ONEMUSIC AUSTRALIA	DRIVE IN - MUSIC LICENCE FEE
EFT27389	21/05/2021	DC TWO PTY LTD	VOIP CHARGES
EFT27390	21/05/2021	REFUEL AUSTRALIA	BULK DIESEL FUEL PURCHASES
EFT27391	21/05/2021	GHD PTY LTD	DETAILED DESIGN - MORETON TCE
EFT27392	21/05/2021	HALLINAN REFRIGERATION & AIRCONDITIONING	REPLACE AIR CONDITIONERS IN REC CENTRE GYM
EFT27393	21/05/2021	INCITE SECURITY	CALLOUTS AND REPAIRS TO ALARM SYSTEM AT ADMIN INCLUDING RELOCATING OF CAMERA AFTER ADMIN RENOVATIONS
EFT27394	21/05/2021	RESIDENTIAL AND RURAL SERVICES	SUPPLY & INSTALL FENCING ALONG OCEAN DRIVE

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EFT/CHQ #	DATE	DESCRIPTION	PAYMENTS
EFT27395	26/05/2021	IRWIN SHIRE - RATES	PAYROLL DEDUCTIONS
EFT27396	26/05/2021	SHIRE OF IRWIN - LOTTO FUND	PAYROLL DEDUCTIONS
EFT27397	28/05/2021	RICHARD ANDREW IRVING	ACCOMMODATION - TEMPORARY STAFF
EFT27398	28/05/2021	ACROMAT	BEAT BOARD FOR REC CENTRE
EFT27399	28/05/2021	AUSTRALIAN COMMUNICATIONS AND MEDIA AUTHORITY	LICENCE RENEWAL - GENERAL
EFT27400	28/05/2021	BENARA NURSERIES	DELONIX REGIA IN 30 LT TUBS FOR PLANTING
EFT27401	28/05/2021	BLACKWOODS	POWERBANK FOR IRWIN FIRE BRIGADE
EFT27402	28/05/2021	BLUESTEEL ENTERPRISES PTY LTD	GLOWSTICKS, HELMET TORCHES (& HOLDERS), KARABINERS FOR IRWIN BUSHFIRE BRIGADE
EFT27403	28/05/2021	BP MEDICAL	REPLACEMENT STERILISER - AUTOCLAVE FOR MEDICAL CENTRE
EFT27404	28/05/2021	CANINE CONTROL	CONTRACT RANGER SERVICES
EFT27405	28/05/2021	IRWIN RURAL SUPPLIES & STOCKFEEDS	FOOD FOR SENTINEL CHICKENS
EFT27406	28/05/2021	DATA#3 LIMITED	ADOBE LICENCE RENEWALS
EFT27407	28/05/2021	DONGARA FREIGHT	FREIGHT CHARGES
EFT27408	28/05/2021	DELTA CLEANING SERVICES	EXTRA CLEANING OVER PUBLIC HOLIDAY LONG WEEKENDS
EFT27409	28/05/2021	LANDGATE - WESTERN AUSTRALIAN LAND INFORMATION AUTHORITY	RURAL UV GENERAL REVALUATION 2020/21 AND ANNUAL SLIP SUBSCRIPTION RENEWAL
EFT27410	28/05/2021	DONGARA BODY BUILDERS	REPAIR GRAVE SHORING LID, REPAIRS TO PIPE LAYING TRAILER AND SERVICE PLANT TRAILERS
EFT27411	28/05/2021	DONGARA BUILDING & TRADE SUPPLIES	PARKS, GARDENS, BUILDING, ROAD MAINTENANCE SUPPLIES
EFT27412	28/05/2021	DONGARA DRILLING & ELECTRICAL	PIPE FITTINGS FOR IRRIGATION ON MORETON TCE, WIRE UP SCOREBOARD AT REC CENTRE, CHANGE OVER SWITCH AT DEPOT FOR GENERATOR AND ELECTRICAL REPAIRS AT THE VILLAGE AND SHIRE FACILITIES,
EFT27413	28/05/2021	DONGARA HARDWARE	WATER FOR REC CENTRE AND GAS BOTTLE FOR RICHARDSON RD RESIDENCE
EFT27414	28/05/2021	DONGARA DENISON SMASH REPAIRS	INSURANCE EXCESS FOR REPAIRS TO TOYOTA PRADO AND CHIP REPAIR TO HOLDEN COLORADO
EFT27415	28/05/2021	TYREPOWER DONGARA	REPAIR TO CHAIR TROLLEY FROM REC CENTRE
EFT27416	28/05/2021	DONGARA LOCAL RAG	ADVERTISING
EFT27417	28/05/2021	EASY AUTO CARE	SERVICE OF TOYOTA PRADOS
EFT27418	28/05/2021	EJ DIESEL	SERVICE OF FORD RANGER
EFT27419	28/05/2021	EJAN COMMUNICATIONS	BATTERY FOR AIRSTRIP
EFT27420	28/05/2021	FIRE & SAFETY WA	JERRY CANS AND POURERS FOR BUSH FIRE BRIGADES
EFT27421	28/05/2021	GERALDTON TROPHY & ENGRAVING CENTRE	SINGLE & DOUBLE NICHE WALL PLAQUE - DONGARA CEMETERY
EFT27422	28/05/2021	REFUEL AUSTRALIA	BULK DIESEL FUEL PURCHASE AND FUEL CARD PURCHASES
EFT27423	28/05/2021	GLASS CO WA	REPAIR ALL DOORS AND WINDOWS AND INSTALL BLINDS AS PART OF UNIT 6 REFURBISHMENT AND REPAIRS AT UNIT 24 THE VILLAGE
EFT27424	28/05/2021	GLOBAL SPILL & SAFETY	SAFETY CONES AND CUSTOM SIGNAGE FOR MORETON TCE PROJECT
EFT27425	28/05/2021	HILLE THOMPSON & DELFOS	REPEGE BOUNDARY OF UNITS 6-12 HENRY ROAD
EFT27426	28/05/2021	KIRKLAND ELECTRICAL SERVICES	ELECTRICAL REPAIRS AND UPGRADE TO UNIT 6 AFTER VACANCY AND AT THE VILLAGE
EFT27427	28/05/2021	BRYAN HENDRICK KLEINSMAN	CONSTRUCT NEW PATHWAY AT NORTHSHORE CAR PARK AND LEVEL AREA ADJACENT TO GRANNIES BEACH
EFT27428	28/05/2021	LAND INSIGHTS	COASTAL MANAGEMENT PLAN
EFT27429	28/05/2021	GEOFFREY IAN LITTLEFAIR	REMOVE & DISPOSE OF ASBESTOS FROM DENISON BOWLING CLUB
EFT27430	28/05/2021	LOCK, STOCK & FARRELL	TRANSFER STATION MASTER KEYS & CONTRACTORS KEYS
EFT27431	28/05/2021	LO-GO APPOINTMENTS	CONTRACTOR - ACTING MANAGER FINANCE AND RELIEF FINANCE OFFICER
EFT27432	28/05/2021	MANDALAY TECHNOLOGIES PTY LTD	MANDALAY SUBSCRIPTION & HOSTING SUPPORT TO 30 JUNE 2021
EFT27433	28/05/2021	MARKET CREATIONS	SUPPORT AGREEMENT, HOSTING SERVICES, VOIP SERVICES FOR SHIRE FACILITIES AND MEDICAL CENTRE
EFT27434	28/05/2021	MCDONALDS WHOLESALE	REC CENTRE KIOSK SUPPLIES
EFT27435	28/05/2021	MIDWEST MOWERS & SMALL ENGINES	REPAIR HUSQVARNA HEDGER
EFT27436	28/05/2021	MIDWEST FIRE PROTECTION & SAFETY SERVICES	EMERGENCY REPAIRS TO REC CENTRE FIRE SECURITY MONITORING SYSTEM AFTER CYCLONE SERJORA AND MONTHLY SERVICING OF FIRE EQUIPMENT AT REC CENTRE
EFT27437	28/05/2021	MIDWEST SOLAR AND WATER	LOWER WATER MAINS AT FORESHORE AND PLUMBING REPAIRS AT THE VILLAGE AND SHIRE FACILITIES
EFT27438	28/05/2021	PERTH IRRIGATION CENTRE	WIRE CABLE FOR MORETON TCE PROJECT
EFT27439	28/05/2021	PIXIES SCREEN PRINTS	SAFETY BOOTS
EFT27440	28/05/2021	SHORELINE OUTDOOR WORLD	SUPPLY AND FIT ROLLER DOOR AT RICHARDSON RD RESIDENCE
EFT27441	28/05/2021	SUBTERRANEAN SERVICE LOCATIONS WA	LOCATION SERVICES AT BOWLING CLUB GROUNDS AND MORETON TCE
EFT27442	28/05/2021	STEVEN TWEEDIE	GOVERNANCE AND RELATED ADVICE - APRIL 2021
EFT27443	28/05/2021	ST JOHN AMBULANCE	AED BATTERY AND PADS FOR BUSHFIRE BRIGADES
EFT27444	28/05/2021	SUN CITY PRINT AND DESIGN	CAMPING ENVELOPES WITH BARCODES
EFT27445	28/05/2021	T-QUIP	HINGE DOOR GLASS FOR TORO GROUND MOWER
EFT27446	28/05/2021	TYREPOWER LIMITED	SUPPLY AND FIT FOUR TYRES TO FORD RANGER
EFT27447	28/05/2021	VANGUARD PRESS	BROCHURE DISPLAY, WAREHOUSING AND TRANSPORT FEE
EFT27448	28/05/2021	SYNERGY	VARIOUS ELECTRICITY CHARGES
32055	05/05/2021	SHIRE OF IRWIN	CONTAINER DEPOSIT SCHEME
32056	21/05/2021	CANCELLED	
32057	21/05/2021	CANCELLED	
32058	21/05/2021	SHIRE OF IRWIN	PETTY CASH RECONCILIATION INCLUDING FLOAT FOR COASTAL NODES, REGISTRATION OF CESM VEHICLE TO COMMON EXPIRY, POLICE CLEARANCES AND FUEL REIMBURSEMENT



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EFT/CHQ #	DATE	DESCRIPTION	PAYMENTS
32059	21/05/2021	ST JOHN AMBULANCE	
DD21040.1	11/05/2021	TELSTRA AUSTRALIA	-194.70
DD21040.2	24/05/2021	TELSTRA AUSTRALIA	-123.79
DD21043.1	30/05/2021	TELSTRA AUSTRALIA	-80.00
DD21020.1	04/05/2021	WA TREASURY CORPORATION	-2290.28
DD21022.1	07/05/2021	WA TREASURY CORPORATION	-44623.21
SOL 05/21	17/05/2021	SHINE TECH SOLAR	-20727.35
CR 030521	03/05/2021	NAB BUSINESS VISA	-1947.66
		NAB BUSINESS VISA TRANSACTIONS INCLUDING FURNITURE FOR BUDGET	-3777.22
		TEMPLATE, STANDARDS FOR TRAFFIC CONTROL, ACCOMMODATION FOR RELIEF	
		FINANCE OFFICER, WHITEBOARD FOR ADMIN, COMPUTER EXPENSES AND REC	
		CENTRE EXPENSES	
DD21003.1	11/05/2021	ANZ SMART CHOICE SUPER	-231.04
DD21003.2	11/05/2021	THE KDP SUPERANNUATION FUND	-53.91
DD21003.3	11/05/2021	ASGARD SUPERANNUATION	-388.78
DD21003.4	11/05/2021	AUSTRALIAN SUPER	-989.73
DD21003.5	11/05/2021	AWARE SUPER PTY LTD	-12234.38
DD21003.6	11/05/2021	EQUIPSUPER SUPERANNUATION FUND	-134.30
DD21003.7	11/05/2021	HOSTPLUS	-395.73
DD21003.8	11/05/2021	MLC SUPER FUND	-1287.31
DD21003.9	11/05/2021	THE M & L OLSEN SUPERANNUATION FUND	-146.71
DD21003.10	11/05/2021	AMP CORPORATE SUPER - SUPERLEADER	-114.67
DD21048.1	25/05/2021	ANZ SMART CHOICE SUPER	-997.63
DD21048.2	25/05/2021	THE KDP SUPERANNUATION FUND	-66.76
DD21048.3	25/05/2021	ASGARD SUPERANNUATION	-388.78
DD21048.4	25/05/2021	AUSTRALIAN SUPER	-884.55
DD21048.5	25/05/2021	AWARE SUPER PTY LTD	-15258.90
DD21048.6	25/05/2021	EQUIPSUPER SUPERANNUATION FUND	-140.63
DD21048.7	25/05/2021	HOSTPLUS	-432.16
DD21048.8	25/05/2021	MLC SUPER FUND	-1287.31
DD21048.9	25/05/2021	THE M & L OLSEN SUPERANNUATION FUND	-137.38
DD21048.10	25/05/2021	AMP CORPORATE SUPER - SUPERLEADER	-137.62
			-857,357.30

Sundry Creditors as at 31/05/2021

0.00

The Payments included in the above list of Accounts Paid, have been authorised by the Chief Executive Officer under delegation from Council.

15/6/21  
DATE

Shane Ivers  
Chief Executive Officer

# Shire of Irwin

## *Corporate Credit Card Expenditure - Payment Reference CR 030521*

### **S.Ivers Credit Card Expenses**

MYOB Australia	Upgrade of MYOB at Visitor Centre Monthly Charge	70.50
Spotify	Rec Centre Gym Music	11.99
NAB	Card Fee	9.00
		<u>91.49</u>

### **D.Chandler Credit Card Expenses**

Moore Stephens (WA)	2021 Budget Template & Manual	792.00
SAI Global Limited	Standards - Traffic Control Works	206.27
Sabai	Accommodation for Relief Finance Officer	2,000.00
Officeworks	Whiteboard for Admin Meeting Room	678.46
NAB	Card Fee	9.00
		<u>3,685.73</u>

**TOTAL PAYMENT TO CORPORATE CREDIT CARD ACCOUNT**

3,777.22

**ATTACHMENT: CC02**  
Monthly Financial Statements for the Period Ended  
31 May 2021

*Attachment 1*  
Financial Statements for the Period Ended 31 May 2021





## **SHIRE OF IRWIN**

### **MONTHLY FINANCIAL REPORT (Containing the Statement of Financial Activity) For the Period Ended 31 May 2021**

**LOCAL GOVERNMENT ACT 1995**

**LOCAL GOVERNMENT (FINANCIAL MANAGEMENT) REGULATIONS 1996**

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#### Items of Significance

The material variance adopted by the Shire of Irwin for the 2020/21 year is \$10,000 and 10%. The following selected items have been highlighted due to the amount of the variance to the budget or due to the nature of the revenue/expenditure. A full listing and explanation of all items considered of significant/material variance is disclosed in Note 15.

	% Collected / Completed	Amended Annual Budget	Amended YTD Budget	YTD Actual	Variance (Under)/Over
<b>Significant Projects</b>					
AGED APPROPRIATE HOUSING - STAGE 2	12%	2,042,453	1,872,244	239,422	1,632,822
R2R - PIGGERY LANE	82%	1,000	891	818	73
CASUARINAS ROAD - RRG	77%	357,000	342,709	273,411	69,298
MORETON TERRACE	27%	722,000	661,826	195,564	466,262
TABLETOP ROAD - RRG	62%	422,500	405,589	264,002	141,587
BURMA ROAD - RRG	37%	251,500	241,414	92,502	148,912
BLENHEIM ROAD	100%	4,950	4,532	4,950	(418)
GENERAL FOOTPATHS	48%	5,000	4,800	2,378	2,422
CEMETERY REVITALISATION	14%	130,000	130,000	18,683	111,317
CLIFF HEAD - PAID CAMPING IMPLEMENTATION	85%	15,000	13,750	12,714	1,036
SKATE PARK - PUMP TRACK	100%	263,500	241,538	263,479	(21,941)
RURAL SIGNS	43%	69,000	63,239	29,788	33,451
<b>Grants, Subsidies and Contributions</b>					
Operating Grants, Subsidies and Contributions	91%	525,225	485,258	476,324	(8,934)
Non-operating Grants, Subsidies and Contributions	18%	5,860,315	5,629,524	1,049,637	(4,579,887)
	24%	6,385,540	6,114,782	1,525,961	(4,588,821)
Rates Levied	100%	5,394,500	4,936,371	5,385,070	448,699

% Compares current ytd actuals to annual budget

Financial Position		Prior Year 31 May 2020	Current Year 31 May 2021
Adjusted Net Current Assets	110%	\$ 907,727	\$ 994,594
Cash and Equivalent - Unrestricted	180%	\$ 1,753,021	\$ 3,150,201
Cash and Equivalent - Restricted	112%	\$ 1,323,193	\$ 1,480,059
Receivables - Rates	94%	\$ 492,973	\$ 463,403
Receivables - Other	81%	\$ 310,365	\$ 252,859
Payables	104%	\$ 152,794	\$ 158,172

% Compares current ytd actuals to prior year actuals at the same time

Note: The Statements and accompanying notes are prepared based on all transactions recorded at the time of preparation and may vary due to transactions being processed for the reporting period after the date of preparation.

#### **PREPARATION TIMING AND REVIEW**

Date prepared: All known transactions up to 31 May 2021  
Prepared by: Jenny Goodbourn (Senior Finance Officer)  
Reviewed by: Shane Ivers (CEO)

#### **BASIS OF PREPARATION**

##### **REPORT PURPOSE**

This report is prepared to meet the requirements of Local Government (Financial Management) Regulations 1996, Regulation 34. Note: The Statements and accompanying notes are prepared based on all transactions recorded at the time of preparation and may vary due to transactions being processed for the reporting period after the date of preparation.

##### **BASIS OF ACCOUNTING**

This statement comprises a special purpose financial report which has been prepared in accordance with Australian Accounting Standards (as they apply to local governments and not-for-profit entities), Australian Accounting Interpretations, other authoritative pronouncements of the Australian Accounting Standards Board, the Local Government Act 1995 and accompanying regulations. Material accounting policies which have been adopted in the preparation of this statement are presented below and have been consistently applied unless stated otherwise. Except for cash flow and rate setting information, the report has also been prepared on the accrual basis and is based on historical costs, modified, where applicable, by the measurement at fair value of selected non-current assets, financial assets and liabilities.

##### **THE LOCAL GOVERNMENT REPORTING ENTITY**

All Funds through which the Council controls resources to carry on its functions have been included in this statement. In the process of reporting on the local government as a single unit, all transactions and balances between those funds (for example, loans and transfers between Funds) have been eliminated. All monies held in the Trust Fund are excluded from the statement, but a separate statement of those monies appears at Note 14.

#### **SIGNIFICANT ACCOUNTING POLICES**

##### **GOODS AND SERVICES TAX**

Revenues, expenses and assets are recognised net of the amount of GST, except where the amount of GST incurred is not recoverable from the Australian Taxation Office (ATO). Receivables and payables are stated inclusive of GST receivable or payable. The net amount of GST recoverable from, or payable to, the ATO is included with receivables or payables in the statement of financial position. Cash flows are presented on a gross basis. The GST components of cash flows arising from investing or financing activities which are recoverable from, or payable to, the ATO are presented as operating cash flows.

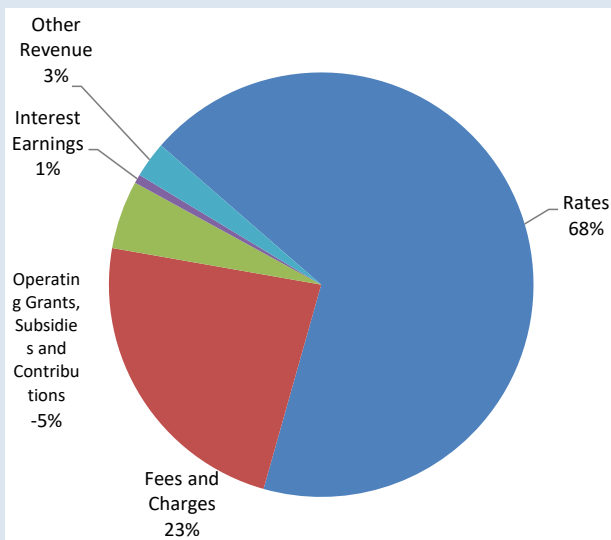
##### **CRITICAL ACCOUNTING ESTIMATES**

The preparation of a financial report in conformity with Australian Accounting Standards requires management to make judgements, estimates and assumptions that effect the application of policies and reported amounts of assets and liabilities, income and expenses. The estimates and associated assumptions are based on historical experience and various other factors that are believed to be reasonable under the circumstances; the results of which form the basis of making the judgements about carrying values of assets and liabilities that are not readily apparent from other sources. Actual results may differ from these estimates.

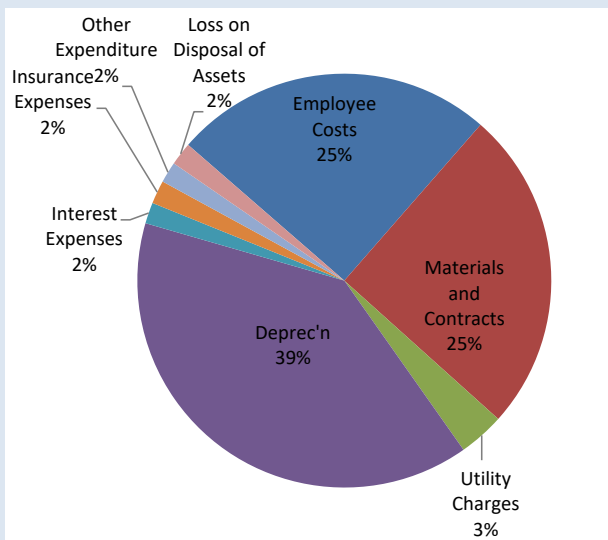
##### **ROUNDING OFF FIGURES**

All figures shown in this statement are rounded to the nearest dollar.

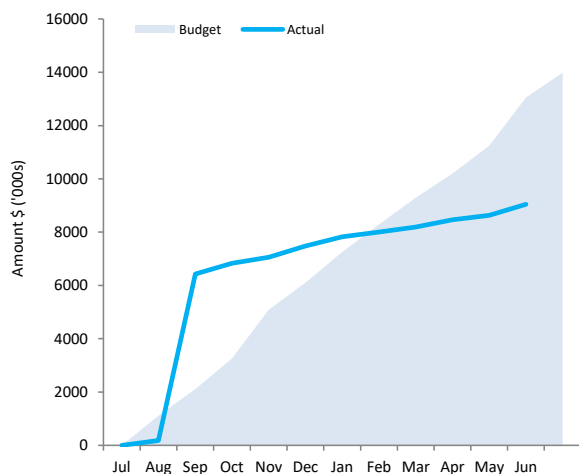
**OPERATING REVENUE**



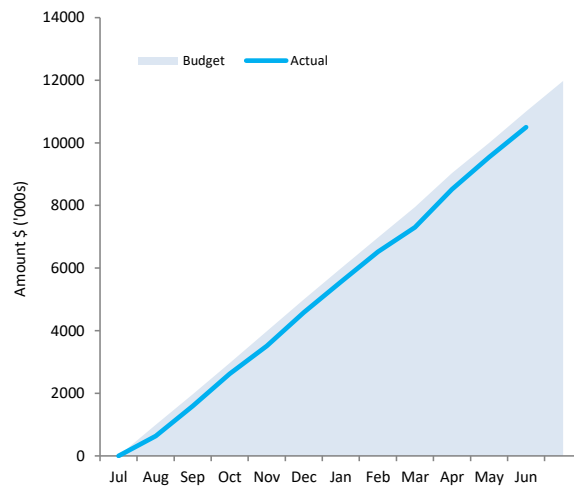
**OPERATING EXPENSES**



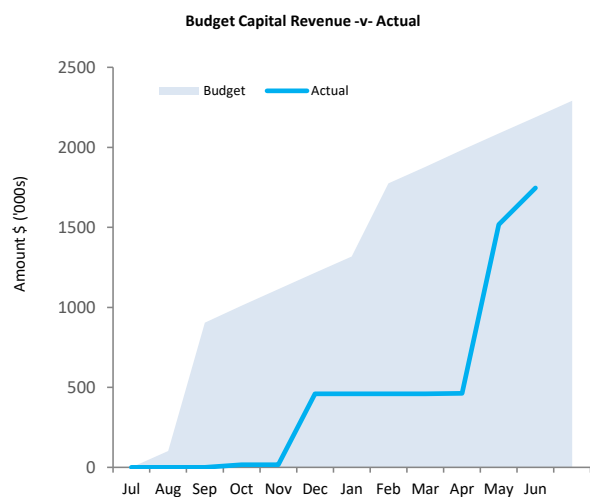
**Budget Operating Revenues -v- Actual**



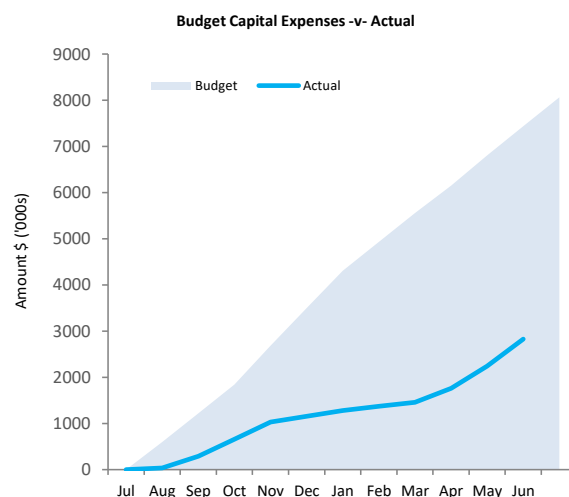
**Budget Operating Expenses -v- YTD Actual**



**CAPITAL REVENUE**



**CAPITAL EXPENSES**



This information is to be read in conjunction with the accompanying Financial Statements and Notes.

Shire operations as disclosed in these financial statements encompass the following service orientated activities/programs.

	ACTIVITIES
<b>GOVERNANCE</b> To provide a decision making process for the efficient allocation of scarce resources.	Includes the activities of members of council and the administrative support available to the council for the provision of governance of the district. Other costs relate to the task of assisting elected members and ratepayers on matters which do not concern a specific council services.
<b>GENERAL PURPOSE FUNDING</b> To collect revenue to allow for the provision of services.	Rates, general purpose government grants and interest revenue.
<b>LAW, ORDER, PUBLIC SAFETY</b> To provide services to help ensure a safer and environmentally conscious community.	Supervision and enforcement of various local laws relating to fire prevention, animal control and other aspects of public safety including emergency services.
<b>HEALTH</b> To provide an operational framework for environmental and community health.	Inspection of food outlets and their control, provision of meat inspection services, noise control and waste disposal compliance.
<b>EDUCATION AND WELFARE</b> To provide services to the elderly, children and youth.	Maintenance of playgroup centre and senior citizen centre. Provision of youth support services.
<b>HOUSING</b> To provide and maintain elderly residents housing.	Provision and maintenance of elderly residents housing.
<b>COMMUNITY AMENITIES</b> To provide services required by the community.	Rubbish collection services, operation of rubbish transfer site, litter control, protection of the environment and administration of town planning schemes, cemetery and public conveniences.
<b>RECREATION AND CULTURE</b> To establish and effectively manage infrastructure and resource which will help the social wellbeing of the community.	Maintenance of public halls, heritage buildings, civic centres, beaches, recreation centres and various sporting facilities. Provision and maintenance of parks, gardens and playgrounds. Operation of library, television and radio rebroadcasting and other cultural facilities.
<b>TRANSPORT</b> To provide safe, effective and efficient transport services to the community.	Construction and maintenance of roads, streets, footpaths, depots, cycle ways, parking facilities and traffic control. Cleaning of streets and maintenance of street trees, street lighting etc.
<b>ECONOMIC SERVICES</b> To help promote the Shire and its economic wellbeing.	Tourism and area promotion. Provision of rural services including weed control, vermin control and standpipes. Building control.
<b>OTHER PROPERTY AND SERVICES</b> To monitor and control Shire's overheads operating accounts.	Private works operation, plant repair and operation costs and engineering operation costs.

SHIRE OF IRWIN  
STATEMENT OF FINANCIAL ACTIVITY  
FOR THE PERIOD ENDED 31 MAY 2021

STATUTORY REPORTING PROGRAMS

	Note	Adopted Annual Budget	Amended Annual Budget (d)	Amended YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)	Var. % (b)-(a)/(a)	Var. ▲▼	Significant Var. S
		\$	\$	\$	\$	\$	%		
<b>Opening Funding Surplus(Deficit)</b>	1	(168,015)	(412,904)	(412,904)	<b>(412,904)</b>	0	0%		
Governance		0	0	0	<b>0</b>	0			
General Purpose Funding - Rates	6	5,394,500	5,388,077	5,134,055	<b>5,385,070</b>	251,015	5%	▲	
General Purpose Funding - Other		316,641	326,517	249,675	<b>324,907</b>	75,232	30%	▲	S
Law, Order and Public Safety		172,994	177,494	139,173	<b>124,548</b>	(14,625)	(11%)	▼	S
Health		60,700	86,200	74,988	<b>79,852</b>	4,864	6%	▲	
Education and Welfare		8,550	3,550	3,245	<b>3,944</b>	699	22%	▲	
Housing		353,000	371,160	340,208	<b>329,305</b>	(10,903)	(3%)	▼	
Community Amenities		853,855	1,034,100	947,859	<b>1,058,705</b>	110,846	12%	▲	S
Recreation and Culture		153,817	268,950	228,063	<b>237,046</b>	8,983	4%	▲	
Transport		85,766	95,114	94,063	<b>100,471</b>	6,408	7%	▲	
Economic Services		131,657	249,575	228,690	<b>245,535</b>	16,845	7%	▲	
Other Property and Services		69,500	123,000	106,815	<b>106,826</b>	11	0%	▲	
		<b>7,600,980</b>	<b>8,123,737</b>	<b>7,546,834</b>	<b>7,996,208</b>				
<b>Expenditure from operating activities</b>									
Governance		(558,300)	(609,552)	(555,834)	<b>(482,418)</b>	73,416	13%	▲	S
General Purpose Funding		(1,460,715)	(691,260)	(631,048)	<b>(547,196)</b>	83,852	13%	▲	S
Law, Order and Public Safety		(471,125)	(468,280)	(430,174)	<b>(449,606)</b>	(19,432)	(5%)	▼	
Health		(339,547)	(497,070)	(458,320)	<b>(419,419)</b>	38,901	8%	▲	
Education and Welfare		(62,370)	(67,650)	(62,131)	<b>(59,925)</b>	2,206	4%	▲	
Housing		(590,171)	(817,942)	(752,726)	<b>(755,703)</b>	(2,977)	(0%)	▼	
Community Amenities		(1,199,904)	(1,391,744)	(1,275,600)	<b>(1,213,851)</b>	61,749	5%	▲	
Recreation and Culture		(2,555,055)	(2,736,644)	(2,516,055)	<b>(2,404,121)</b>	111,934	4%	▲	
Transport		(3,440,854)	(4,186,635)	(3,840,461)	<b>(3,465,393)</b>	375,068	10%	▲	
Economic Services		(383,644)	(445,444)	(408,296)	<b>(356,152)</b>	52,144	13%	▲	S
Other Property and Services		(48,500)	(66,000)	(71,051)	<b>(345,640)</b>	(274,589)	(386%)	▼	S
		<b>(11,110,185)</b>	<b>(11,978,220)</b>	<b>(11,001,696)</b>	<b>(10,499,424)</b>				
<b>Operating activities excluded from budget</b>									
Add back Depreciation		4,358,601	4,348,543	3,986,048	<b>4,120,142</b>	134,094	3%	▲	
Adjust (Profit)/Loss on Asset Disposal	7	9,620	186,871	171,303	<b>176,479</b>	5,176	3%	▲	
Movement in Leave Reserve (Added Back)		1,334	352	550	<b>518</b>	(32)	(6%)	▼	
Movement in Deferred Pensioner Rates/ESL		0	0	0	<b>0</b>	0			
Movement in Employee Benefit Provisions		0	0	0	<b>0</b>	0			
Rounding Adjustments		0	0	0	<b>0</b>	0			
Movement Due to Changes in Accounting Standards		0	0	0	<b>0</b>	0			
Loss on Asset Revaluation		0	0	0	<b>0</b>	0			
Adjustment in Fixed Assets		0	0	0	<b>0</b>	0			
<b>Amount attributable to operating activities</b>		<b>860,350</b>	<b>681,283</b>	<b>703,039</b>	<b>1,793,922</b>				
<b>Investing Activities</b>									
Non-operating Grants, Subsidies and Contributions	13	3,628,255	5,860,315	5,629,524	<b>1,049,637</b>	(4,579,887)	(81%)	▼	S
Proceeds from Disposal of Assets	7	40,000	469,961	430,782	<b>454,961</b>	24,179	6%	▲	
Land Held for Resale	8	0	0	0	<b>0</b>	0			
Land and Buildings	8	(2,329,327)	(2,172,816)	(1,991,693)	<b>(369,745)</b>	1,621,949	81%	▲	S
Plant and Equipment	8	(66,000)	(688,500)	(631,516)	<b>(31,380)</b>	600,136	95%	▲	S
Furniture and Equipment	8	(26,100)	(44,200)	(41,427)	<b>(40,247)</b>	1,180	3%	▲	
Infrastructure Assets - Roads	8	(1,791,127)	(3,506,930)	(3,252,006)	<b>(966,511)</b>	2,285,495	70%	▲	S
Infrastructure Assets - Drainage	8	0	0	0	<b>0</b>	0			
Infrastructure Assets - Footpaths	8	0	0	0	<b>0</b>	0			
Infrastructure Assets - Public Facilities	8	0	0	0	<b>0</b>	0			
Infrastructure Assets - Other	8	(495,000)	(872,300)	(809,867)	<b>(673,318)</b>	136,549	17%	▲	S
<b>Amount attributable to investing activities</b>		<b>(1,039,299)</b>	<b>(954,470)</b>	<b>(666,203)</b>	<b>(576,601)</b>				
<b>Financing Activities</b>									
Proceeds from New Debentures	9	1,095,010	1,585,010	1,540,836	<b>1,055,010</b>	(485,826)	(32%)	▼	S
Repayment of Debentures	9	(391,148)	(341,683)	(312,730)	<b>(312,377)</b>	353	0%	▲	
Repayment of Lease Financing	9	(19,929)	(19,929)	(18,249)	<b>(18,248)</b>	1	0%	▲	
Advances to Community Groups		(395,010)	(355,010)	(325,424)	<b>(355,010)</b>	(29,586)	(9%)	▼	
Proceeds from Advances		0	0	0	<b>0</b>	0			
Self-Supporting Loan Principal		25,941	8,098	8,096	<b>8,098</b>	2	0%	▲	
Transfer to Restricted Cash - Other		0	0	0	<b>0</b>	0			
Transfer from Restricted Cash - Other		0	0	0	<b>0</b>	0			
Transfer from Reserves	10	20,000	228,135	227,447	<b>228,135</b>	688	0%	▲	
Transfer to Reserves	10	(14,000)	(416,300)	(381,601)	<b>(415,431)</b>	(33,830)	(9%)	▼	
<b>Amount attributable to financing activities</b>		<b>320,864</b>	<b>688,320</b>	<b>738,375</b>	<b>190,177</b>				
<b>Closing Funding Surplus(Deficit)</b>	1	<b>(26,099)</b>	<b>2,229</b>	<b>362,307</b>	<b>994,595</b>				

KEY INFORMATION

▲▼ Indicates a variance between Year to Date (YTD) Budget and YTD Actual data as per the adopted materiality threshold.  
Refer to Note 15 for an explanation of the reasons for the variance.  
The material variance adopted by Council for the 2020/21 year is \$10,000 and 10%.

This statement is to be read in conjunction with the accompanying Financial Statements and notes.

## SHIRE OF IRWIN

### KEY TERMS AND DESCRIPTIONS

FOR THE PERIOD ENDED 31 MAY 2021

## NATURE OR TYPE DESCRIPTIONS

### REVENUE

#### RATES

All rates levied under the Local Government Act 1995. Includes general, differential, specific area rates, minimum rates, interim rates, back rates, ex-gratia rates, less discounts offered. Exclude administration fees, interest on instalments, interest on arrears and service charges.

#### OPERATING GRANTS, SUBSIDIES AND CONTRIBUTIONS

Refer to all amounts received as grants, subsidies and contributions that are not non-operating grants.

#### NON-OPERATING GRANTS, SUBSIDIES AND CONTRIBUTIONS

Amounts received specifically for the acquisition, construction of new or the upgrading of non-current assets paid to a local government, irrespective of whether these amounts are received as capital grants, subsidies, contributions or donations.

#### PROFIT ON ASSET DISPOSAL

Profit on the disposal of assets including gains on the disposal of long term investments. Losses are disclosed under the expenditure classifications.

#### FEES AND CHARGES

Revenues (other than service charges) from the use of facilities and charges made for local government services, sewerage rates, rentals, hire charges, fee for service, photocopying charges, licences, sale of goods or information, fines, penalties and administration fees. Local governments may wish to disclose more detail such as rubbish collection fees, rental of property, fines and penalties, other fees and charges.

#### SERVICE CHARGES

Service charges imposed under Division 6 of Part 6 of the Local Government Act 1995. Regulation 54 of the Local Government (Financial Management) Regulations 1996 identifies these as television and radio broadcasting, underground electricity and neighbourhood surveillance services. Exclude rubbish removal charges. Interest and other items of a similar nature received from bank and investment accounts, interest on rate instalments, interest on rate arrears and interest on debtors.

#### INTEREST EARNINGS

Interest and other items of a similar nature received from bank and investment accounts, interest on rate instalments, interest on rate arrears and interest on debtors.

#### OTHER REVENUE / INCOME

Other revenue, which can not be classified under the above headings, includes dividends, discounts, rebates etc.

### EXPENSES

#### EMPLOYEE COSTS

All costs associate with the employment of person such as salaries, wages, allowances, benefits such as vehicle and housing, superannuation, employment expenses, removal expenses, relocation expenses, worker's compensation insurance, training costs, conferences, safety expenses, medical examinations, fringe benefit tax, etc.

#### MATERIALS AND CONTRACTS

All expenditures on materials, supplies and contracts not classified under other headings. These include supply of goods and materials, legal expenses, consultancy, maintenance agreements, communication expenses, advertising expenses, membership, periodicals, publications, hire expenses, rental, leases, postage and freight etc. Local governments may wish to disclose more detail such as contract services, consultancy, information technology, rental or lease expenditures.

#### UTILITIES (GAS, ELECTRICITY, WATER, ETC.)

Expenditures made to the respective agencies for the provision of power, gas or water. Exclude expenditures incurred for the reinstatement of roadwork on behalf of these agencies.

#### INSURANCE

All insurance other than worker's compensation and health benefit insurance included as a cost of employment.

#### LOSS ON ASSET DISPOSAL

Loss on the disposal of fixed assets.

#### DEPRECIATION ON NON-CURRENT ASSETS

Depreciation expense raised on all classes of assets.

#### INTEREST EXPENSES

Interest and other costs of finance paid, including costs of finance for loan debentures, overdraft accommodation and refinancing expenses.

#### OTHER EXPENDITURE

Statutory fees, taxes, provision for bad debts, member's fees or State taxes. Donations and subsidies made to community groups.



**SHIRE OF IRWIN**  
**STATEMENT OF FINANCIAL ACTIVITY**  
**FOR THE PERIOD ENDED 31 MAY 2021**

**BY NATURE OR TYPE**

	Note	Adopted Annual Budget	Amended Annual Budget	Amended YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)	Var. % (b)-(a)/(a)	Var. ▲▼	Significant Var. \$
		\$	\$	\$	\$	\$	%		
<b>Opening Funding Surplus (Deficit)</b>	1	(168,015)	(412,904)	(412,904)	<b>(412,904)</b>	0	0%		
Rates	6	5,394,500	5,394,500	4,936,371	<b>5,385,070</b>	448,699	9%	▲	
Operating Grants, Subsidies and Contributions	12	491,725	525,225	485,258	<b>476,324</b>	(8,934)	(2%)	▼	
Fees and Charges		1,391,062	1,896,785	1,862,392	<b>1,851,942</b>	(10,450)	(1%)	▼	
Service Charges		0	0	0	<b>0</b>	0			
Interest Earnings		53,167	52,300	47,916	<b>53,131</b>	5,215	11%	▲	
Other Revenue		269,350	242,403	203,507	<b>217,218</b>	13,711	7%	▲	
Profit on Disposal of Assets	7	1,176	12,524	11,473	<b>12,524</b>	1,051	9%	▲	
Gain FV Valuation of Assets		0	0	0	<b>0</b>	0			
		<b>7,600,980</b>	<b>8,123,737</b>	<b>7,546,917</b>	<b>7,996,208</b>				
<b>Expenditure from operating activities</b>									
Employee Costs		(2,403,645)	(2,683,323)	(2,468,161)	<b>(2,629,305)</b>	(161,144)	(7%)	▼	
Materials and Contracts		(2,541,343)	(3,845,832)	(3,528,984)	<b>(2,648,599)</b>	880,385	25%	▲	\$
Utility Charges		(346,700)	(291,705)	(273,515)	<b>(375,488)</b>	(101,973)	(37%)	▼	\$
Depreciation on Non-Current Assets		(4,358,601)	(4,348,543)	(3,986,048)	<b>(4,120,142)</b>	(134,094)	(3%)	▼	
Interest Expenses		(222,963)	(211,410)	(197,405)	<b>(172,887)</b>	24,518	12%	▲	\$
Insurance Expenses		(188,849)	(187,112)	(180,931)	<b>(191,482)</b>	(10,551)	(6%)	▼	
Other Expenditure		(1,037,288)	(210,898)	(183,959)	<b>(172,517)</b>	11,442	6%	▲	
Loss on Disposal of Assets	7	(10,796)	(199,396)	(182,776)	<b>(189,003)</b>	(6,227)	(3%)	▼	
Loss FV Valuation of Assets		0	0	0	<b>0</b>	0			
		<b>(11,110,185)</b>	<b>(11,978,220)</b>	<b>(11,001,779)</b>	<b>(10,499,423)</b>				
<b>Operating activities excluded from budget</b>									
Add back Depreciation		4,358,601	4,348,543	3,986,048	<b>4,120,142</b>	134,094	3%	▲	
Adjust (Profit)/Loss on Asset Disposal	7	9,620	186,871	171,303	<b>176,479</b>	5,176	3%	▲	
Movement in Leave Reserve (Added Back)		1,334	352	550	<b>518</b>	(32)	(6%)	▼	
Movement in Employee Benefit Provisions		0	0	0	<b>0</b>	0			
Rounding Adjustments		0	0	0	<b>0</b>	0			
Movement Due to Changes in Accounting Standards		0	0	0	<b>0</b>	0			
Loss on Asset Revaluation		0	0	0	<b>0</b>	0			
Adjustment in Fixed Assets		0	0	0	<b>0</b>	0			
<b>Amount attributable to operating activities</b>		<b>860,350</b>	<b>681,283</b>	<b>703,039</b>	<b>1,793,923</b>				
<b>Investing activities</b>									
Non-Operating Grants, Subsidies and Contributions	13	3,628,255	5,860,315	5,629,524	<b>1,049,637</b>	(4,579,887)	(81%)	▼	\$
Proceeds from Disposal of Assets	7	40,000	469,961	430,782	<b>454,961</b>	24,179	6%	▲	
Land Held for Resale	8	0	0	0	<b>0</b>	0			
Land and Buildings	8	(2,329,327)	(2,172,816)	(1,991,693)	<b>(369,745)</b>	1,621,949	81%	▲	\$
Plant and Equipment	8	(66,000)	(688,500)	(631,516)	<b>(31,380)</b>	600,136	95%	▲	\$
Furniture and Equipment	8	(26,100)	(44,200)	(41,427)	<b>(40,247)</b>	1,180	3%	▲	
Infrastructure Assets - Roads	8	(1,791,127)	(3,506,930)	(3,252,006)	<b>(966,511)</b>	2,285,495	70%	▲	\$
Infrastructure Assets - Drainage	8	0	0	0	<b>0</b>	0			
Infrastructure Assets - Footpaths	8	0	0	0	<b>0</b>	0			
Infrastructure Assets - Public Facilities	8	0	0	0	<b>0</b>	0			
Infrastructure Assets - Other	8	(495,000)	(872,300)	(809,867)	<b>(673,318)</b>	136,549	17%	▲	\$
<b>Amount attributable to investing activities</b>		<b>(1,039,299)</b>	<b>(954,470)</b>	<b>(666,203)</b>	<b>(576,601)</b>				
<b>Financing Activities</b>									
Proceeds from New Debentures		1,095,010	1,585,010	1,540,836	<b>1,055,010</b>	(485,826)	(32%)	▼	\$
Repayment of Debentures	9	(391,148)	(341,683)	(312,730)	<b>(312,377)</b>	353	0%	▲	
Repayment of Lease Financing	9	(19,929)	(19,929)	(18,249)	<b>(18,248)</b>	1	0%	▲	
Advances to Community Groups		(395,010)	(355,010)	(325,424)	<b>(355,010)</b>	(29,586)	(9%)	▼	
Proceeds from Advances		0	0	0	<b>0</b>	0			
Self-Supporting Loan Principal	9	25,941	8,098	8,096	<b>8,098</b>	2	0%	▲	
Transfer to Restricted Cash - Other		0	0	0	<b>0</b>	0			
Transfer from Restricted Cash - Other		0	0	0	<b>0</b>	0			
Transfer from Reserves	10	20,000	228,135	227,447	<b>228,135</b>	688	0%	▲	
Transfer to Reserves	10	(14,000)	(416,300)	(381,601)	<b>(415,431)</b>	(33,830)	(9%)	▼	
<b>Amount attributable to financing activities</b>		<b>320,864</b>	<b>688,320</b>	<b>738,375</b>	<b>190,177</b>				
<b>Closing Funding Surplus (Deficit)</b>	1	<b>(26,099)</b>	<b>2,229</b>	<b>362,307</b>	<b>994,595</b>				

▲ ▼ Indicates a variance between Year to Date (YTD) Budget and YTD Actual data as per the adopted materiality threshold.

Refer to Note 15 for an explanation of the reasons for the variance.

The material variance adopted by Council for the 2020/21 year is \$10,000 and 10%.

This statement is to be read in conjunction with the accompanying Financial Statements and notes.

## ADJUSTED NET CURRENT ASSETS

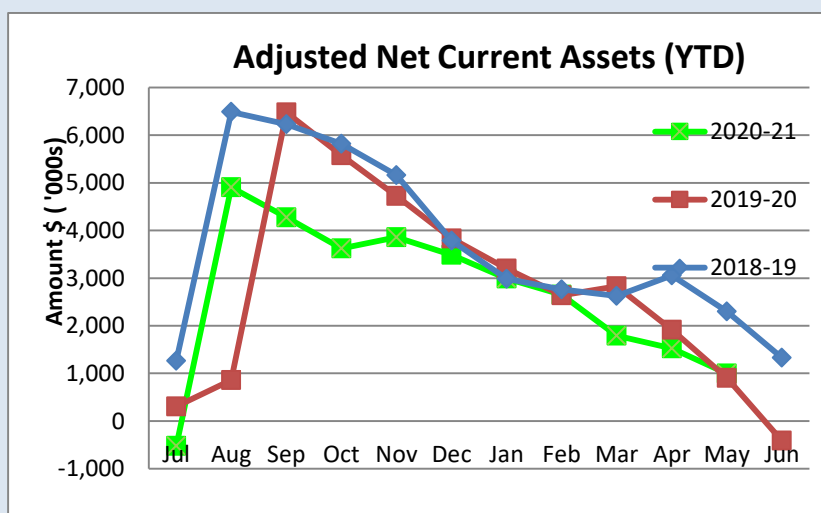
Adjusted Net Current Assets	Note	Last Years Closing 30/06/2020	This Time Last Year 31/05/2020	Year to Date Actual 31/05/2021
		\$	\$	\$
<b>Current Assets</b>				
Cash Unrestricted	2	1,651,177	1,753,021	3,150,201
Cash Restricted - Reserves	2	1,292,763	1,323,193	1,480,059
Cash Restricted - General	2	362,875	376,298	362,875
Cash Restricted - Bonds & Deposits	2	198,687	200,667	210,079
Receivables - Rates	3	403,418	492,973	463,403
Receivables - Other	3	189,988	310,365	252,859
Inventories	4	18,521	20,118	18,521
		4,117,429	4,476,636	5,937,997
<b>Less: Current Liabilities</b>				
Payables	5	(816,575)	(152,794)	(158,172)
Contract Liabilities	11	(1,277,058)	(1,526,410)	(2,158,458)
Financial Liabilities	5	(140,508)	(140,508)	(140,508)
Bonds & Deposits	14	(198,687)	(200,667)	(210,079)
Loan and Lease Liability	9	(361,613)	(29,870)	(30,988)
Provisions	11	(416,446)	(348,465)	(416,446)
		(3,210,887)	(2,398,714)	(3,114,650)
Less: Cash Reserves	10	(1,292,763)	(1,323,193)	(1,480,059)
Add Back: Component of Leave Liability not Required to be funded		123,184	123,125	123,702
Add Back: Loan and Lease Liability		361,613	29,870	30,988
Less : Loan Receivable - clubs/institutions		(8,098)	4	0
Less : Restricted Cash General	15	(503,383)	0	(503,383)
<b>Net Current Funding Position</b>		<b>(412,904)</b>	<b>907,727</b>	<b>994,594</b>

## SIGNIFICANT ACCOUNTING POLICIES

Please see Note 1(a) for information on significant accounting policies relating to Net Current Assets.

## KEY INFORMATION

The amount of the adjusted net current assets at the end of the period represents the actual surplus (or deficit if the figure is a negative) as presented on the Rate Setting Statement.

**This Year YTD****Surplus(Deficit)****\$ .99 M****Last Year YTD****Surplus(Deficit)****\$ .91 M**

OPERATING ACTIVITIES  
NOTE 2  
CASH AND FINANCIAL ASSETS

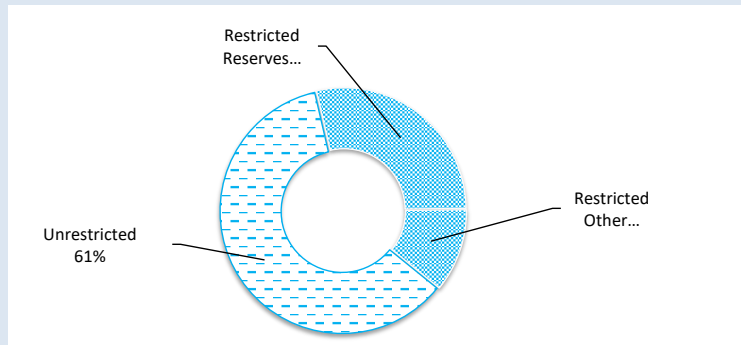
	Unrestricted	Restricted Reserves	Restricted Muni	Total Amount	Institution	Interest Rate	Maturity Date
	\$	\$	\$	\$			
<b>Cash on Hand</b>							
CASH ADVANCES	2,050			2,050	Cash on Hand	Nil	On Hand
<b>At Call Deposits</b>							
CASH AT BANK MUNI A/C	3,148,151			3,148,151	NAB	0.25%	At Call
RESERVE FUND BANK A/C		1,480,059		1,480,059	NAB	0.25%	At Call
RESTRICTED ASSETS BANK			362,875	362,875	NAB	0.25%	At Call
BONDS AND DEPOSITS HELD BANK (OLD TRUST FUND BANK)			210,079	210,079	NAB	0.25%	At Call
<b>Term Deposits</b>							
Nil							
<b>Total</b>	<b>3,150,201</b>	<b>1,480,059</b>	<b>572,954</b>	<b>5,203,214</b>			

## SIGNIFICANT ACCOUNTING POLICIES

Cash and cash equivalents include cash on hand, cash at bank, deposits available on demand with banks and other short term highly liquid investments that are readily convertible to known amounts of cash and which are subject to an insignificant risk of changes in value and bank overdrafts. Bank overdrafts are reported as short term borrowings in current liabilities in the statement of financial position.

## KEY INFORMATION

Cash and cash equivalents include cash on hand, cash at bank, deposits available on demand with banks and other short term highly liquid investments that are readily convertible to known amounts of cash and which are subject to an insignificant risk of changes in value and bank overdrafts. Bank overdrafts are reported as short term borrowings in current liabilities in the statement of financial position.



Total Cash	Unrestricted
<b>\$5.2 M</b>	<b>\$1.48 M</b>

# SHIRE OF IRWIN

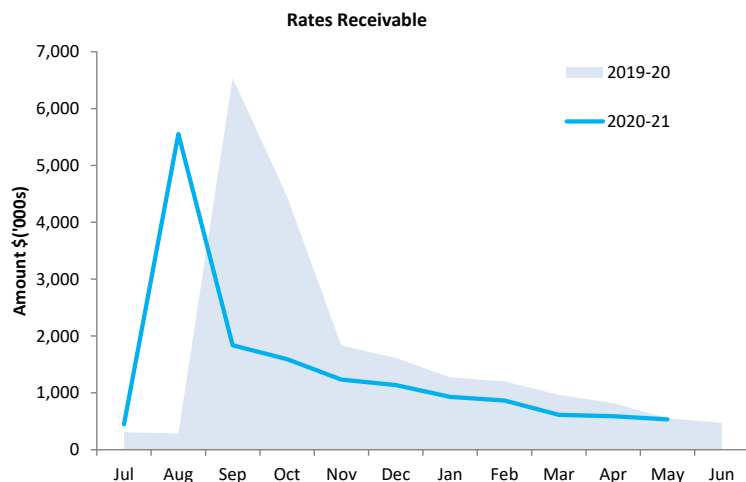
## NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY FOR THE PERIOD ENDED 31 MAY 2021

## OPERATING ACTIVITIES NOTE 3 RECEIVABLES

Receivables - Rates & Rubbish	30 June 2020	31 May 21
	\$	\$
Opening Arrears Previous Years	350,992	472,740
Levied this year	6,085,751	6,121,112
Less Collections to date	(5,964,004)	(6,061,127)
Equals Current Outstanding	472,740	532,725
<b>Net Rates Collectable</b>	<b>472,740</b>	<b>532,725</b>
% Collected	92.66%	91.92%

### KEY INFORMATION

Trade and other receivables include amounts due from ratepayers for unpaid rates and service charges and other amounts due from third parties for goods sold and services performed in the ordinary course of business.



**Collected**

**92%**

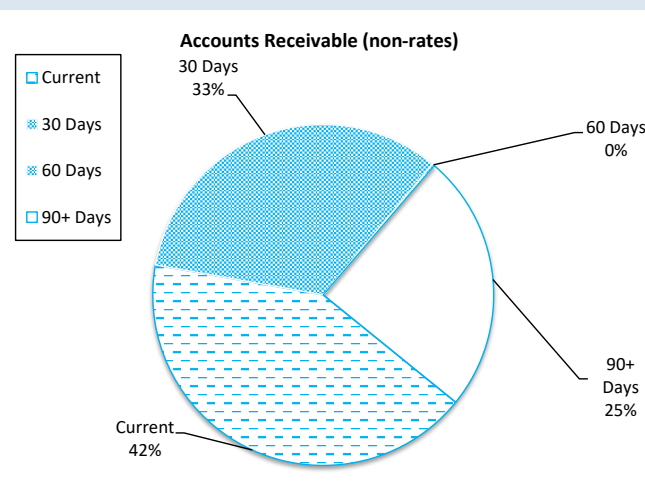
**Rates Due**

**\$532,725**

Receivables - General	Current	30 Days	60 Days	90+ Days	Total
	\$	\$	\$	\$	\$
Receivables - General	73,666	58,375	379	43,062	175,483
Percentage	42%	33%	0%	25%	
<b>Balance per Trial Balance</b>					
Sundry Debtors					175,483
Receivables - Other					77,376
<b>Total Receivables General Outstanding</b>					<b>252,859</b>
<b>Amounts shown above include GST (where applicable)</b>					

### SIGNIFICANT ACCOUNTING POLICIES

Trade and other receivables include amounts due from ratepayers for unpaid rates and service charges and other amounts due from third parties for goods sold and services performed in the ordinary course of business. Receivables expected to be collected within 12 months of the end of the reporting period are classified as current assets. All other receivables are classified as non-current assets. Collectability of trade and other receivables is reviewed on an ongoing basis. Debts that are known to be uncollectible are written off when identified. An allowance for doubtful debts is raised when there is objective evidence that they will not be collectible.



**Debtors Due**

**\$252,859**

**Over 30 Days**

**58%**

**Over 90 Days**

**25%**

	Opening Balance 1 Jul 2020	Asset Increase	Asset Reduction	Closing Balance 31 May 2021
<b>Other Current Assets</b>	\$	\$	\$	\$
<b>Other Financial Assets at Amortised Cost</b>				
Financial assets at amortised cost - self supporting loans	20,638	346,912	0	367,551
<b>Inventory</b>				
Fuel, Visitor and Rec Centres stock on hand	18,521	0	0	18,521
<b>Accrued income and prepayments</b>				
Accrued income and prepayments	15,302	0	(15,302)	0
<b>Contract assets</b>				
Contract assets	0	0	0	0
<b>Total Other Current assets</b>				<b>386,072</b>
<b>Amounts shown above include GST (where applicable)</b>				

#### KEY INFORMATION

##### Other financial assets at amortised cost

The Shire classifies financial assets at amortised cost if both of the following criteria are met:

- the asset is held within a business model whose objective is to collect the contractual cashflows, and
- the contractual terms give rise to cash flows that are solely payments of principal and interest.

##### Inventory

Inventories are measured at the lower of cost and net realisable value.

Net realisable value is the estimated selling price in the ordinary course of business less the estimated costs of completion and the estimated costs necessary to make the sale.

##### Land held for resale

Land held for development and resale is valued at the lower of cost and net realisable value. Cost includes the cost of acquisition, development, borrowing costs and holding costs until completion of development. Borrowing costs and holding charges incurred after development is completed are expensed.

Gains and losses are recognised in profit or loss at the time of signing an unconditional contract of sale if significant risks and rewards, and effective control over the land, are passed onto the buyer at this point.

Land held for resale is classified as current except where it is held as non-current based on the Council's intentions to release for sale.

##### CONTRACT ASSETS

A contract asset is the right to consideration in exchange for goods or services the entity has transferred to a customer when that right is conditioned on something other than the passage of time.

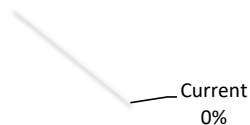
Payables - General	Current	30 Days	60 Days	90+ Days	Total
	\$	\$	\$	\$	\$
Payables (Sundry Creditors) - General	0	0	0	0	0
Percentage	0%	0%	0%	0%	
<b>Balance per Trial Balance</b>					
Sundry creditors - General					0
Other creditors					116,374
Accrued salaries and wages					0
ATO liabilities					41,798
Financial liabilities (Developer Contributions)					140,508
Other accruals/payables					0
<b>Total Payables General Outstanding</b>					<b>298,680</b>
<b>Amounts shown above include GST (where applicable)</b>					

## KEY INFORMATION

Trade and other payables represent liabilities for goods and services provided to the Shire that are unpaid and arise when the Shire becomes obliged to make future payments in respect of the purchase of these goods and services. The amounts are unsecured, are recognised as a current liability and are normally paid within 30 days of recognition.

## Aged Payables

■ Current



## Creditors Due

**\$298,680**

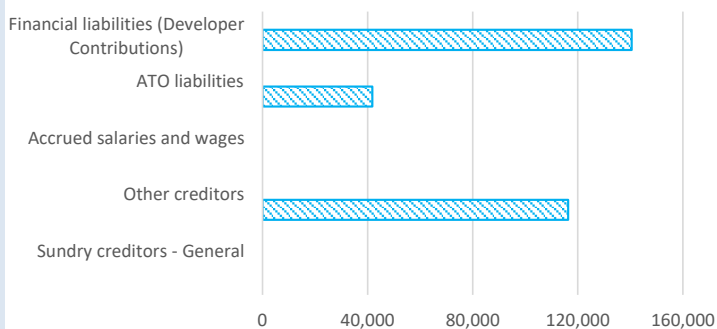
## Over 30 Days

**0%**

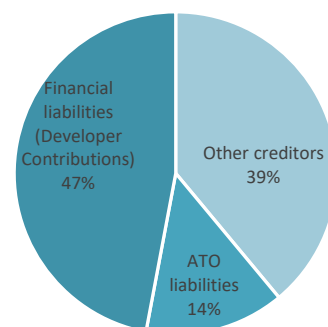
## Over 90 Days

**0%**

## Payables



## Payables



## SHIRE OF IRWIN

## NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD ENDED 31 MAY 2021

## OPERATING ACTIVITIES

## NOTE 6

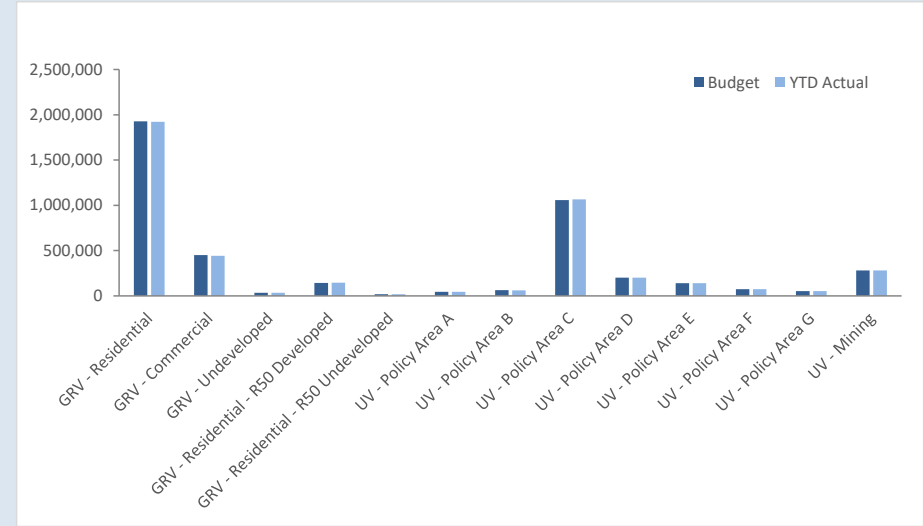
## RATE REVENUE

RATE TYPE	Budget							YTD Actual			
	Rate in	Number of	Rateable	Rate	Interim	Back	Total	Rate	Interim	Back	Total
	\$	Properties	Value	Revenue	Rate	Rate	Revenue	Revenue	Rates	Rates	Revenue
<b>Differential General Rate</b>											
GRV - Residential	0.111808	1,334	17,151,409	1,917,663	5,000	5,000	1,927,663	1,917,662.88	3,705	0	1,921,368
GRV - Commercial	0.111808	121	4,037,910	451,470	0	0	451,470	443,329.86	1,009	(2,327)	442,012
GRV - Undeveloped	0.111808	20	311,776	34,859	0	0	34,859	34,859.02	0	0	34,859
GRV - Residential - R50 Develop	0.111808	75	1,286,620	143,854	0	0	143,854	143,854.51	651	0	144,505
GRV - Residential - R50 Undevelop	0.111808	12	166,050	18,566	0	0	18,566	18,565.74	0	0	18,566
UV - Policy Area A	0.014193	5	3,160,000	44,850	0	0	44,850	44,849.88	0	0	44,850
UV - Policy Area B	0.014193	13	4,451,902	63,186	0	0	63,186	63,185.84	(412)	(866)	61,908
UV - Policy Area C	0.014193	132	74,477,529	1,057,060	0	0	1,057,060	1,057,002.80	8,131	567	1,065,701
UV - Policy Area D	0.014193	109	14,172,852	201,155	0	0	201,155	201,155.30	0	0	201,155
UV - Policy Area E	0.014193	40	9,917,800	140,763	0	0	140,763	140,763.34	0	0	140,763
UV - Policy Area F	0.014193	24	5,209,350	73,936	0	0	73,936	73,936.31	0	0	73,936
UV - Policy Area G	0.014193	27	3,704,751	52,582	0	0	52,582	52,581.53	0	0	52,582
UV - Mining	0.189882	28	1,480,782	281,174	0	0	281,174	282,811.59	(922)	379	282,269
UV - Mining Developed	0.189882	9	887,524	168,525	0	0	168,525	168,524.83	0	0	168,525
<b>Sub-Totals</b>		<b>1,949</b>	<b>140,416,255</b>	<b>4,649,643</b>	<b>5,000</b>	<b>5,000</b>	<b>4,659,643</b>	<b>4,643,083</b>	<b>12,162</b>	<b>(2,246)</b>	<b>4,653,000</b>
<b>Minimum Payment</b>											
	\$										
GRV - Residential	1,021	98	760,027	100,058	0	0	100,058	100,058	0	0	100,058
GRV - Commercial	1,021	65	295,666	66,365	0	0	66,365	66,365	0	0	66,365
GRV - Undeveloped	1,021	457	1,310,417	466,597	0	0	466,597	466,597	0	0	466,597
GRV - Residential - R50 Develop	1,021	7	58,658	7,147	0	0	7,147	7,147	0	0	7,147
GRV - Residential - R50 Undevelop	1,021	14	73,830	14,294	0	0	14,294	14,294	0	0	14,294
UV - Policy Area A	1,021	4	185,500	4,084	0	0	4,084	4,084	0	0	4,084
UV - Policy Area B	1,021	2	146,998	4,084	0	0	4,084	2,042	0	0	2,042
UV - Policy Area C	1,021	27	1,274,271	27,567	0	0	27,567	27,567	0	0	27,567
UV - Policy Area D	1,021	11	595,198	11,231	0	0	11,231	11,231	0	0	11,231
UV - Policy Area E	1,021	0	0	0	0	0	0	0	0	0	0
UV - Policy Area F	1,021	11	598,500	11,231	0	0	11,231	11,231	0	0	11,231
UV - Policy Area G	1,021	1	66,499	1,021	0	0	1,021	0	0	0	0
UV - Mining	1,021	18	46,545	18,378	0	0	18,378	18,378	0	0	18,378
UV - Mining Developed	1,021	0	0	0	0	0	0	0	0	0	0
<b>Sub-Totals</b>		<b>715</b>	<b>5,412,109</b>	<b>732,057</b>	<b>0</b>	<b>0</b>	<b>732,057</b>	<b>728,994</b>	<b>0</b>	<b>0</b>	<b>728,994</b>
		<b>2,664</b>	<b>145,828,364</b>	<b>5,381,700</b>	<b>5,000</b>		<b>5,391,700</b>	<b>5,372,077</b>	<b>12,162</b>	<b>(2,246)</b>	<b>5,381,994</b>
Discounts							0				0
Concession							0				0
<b>Amount from General Rates</b>							<b>5,391,700</b>				<b>5,381,994</b>
Ex-Gratia Rates							2,800				3,076
Movement in Excess Rates							0				0
Specified Area Rates							0				0
<b>Total Rates</b>							<b>5,394,500</b>				<b>5,385,070</b>



KEY INFORMATION

Rates, grants, donations and other contributions are recognised as revenues when the local government obtains control over the assets comprising the contributions. Control over assets acquired from rates is obtained at the commencement of the rating period or, where earlier, upon receipt of the rates.



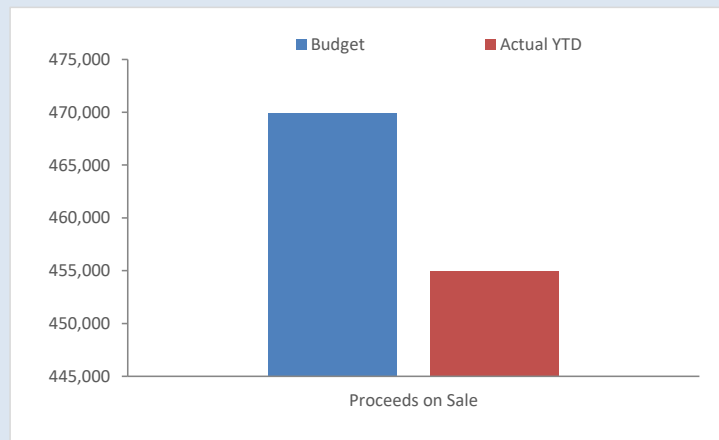
General Rates		
Budget	YTD Actual	%
\$5.39 M	\$5.38 M	100%

## SHIRE OF IRWIN

NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY  
FOR THE PERIOD ENDED 31 MAY 2021OPERATING ACTIVITIES  
NOTE 7  
DISPOSAL OF ASSETS

Asset Number	Asset Description	Amended Budget				YTD Actual			
		Net Book Value	Proceeds	Profit	(Loss)	Net Book Value	Proceeds	Profit	(Loss)
		\$	\$	\$	\$	\$	\$	\$	\$
<b>Land and Buildings</b>									
2646	Land - 4 Kennedy Heights	160,000	160,000			160,000	160,000		
2598	Duplex 4A Kennedy Heights	215,310	125,000		(90,310)	215,310	125,000		(90,310)
2599	Duplex 4B Kennedy Heights	220,657	125,000		(95,657)	220,657	125,000		(95,657)
<b>Plant and Equipment</b>									
634	John Deere Tractor Mower Ir420	0	0			0	0		
970	2010 Fuso Canter 2 Way Tip Body Ir197	25,392	15,000		(10,392)	0	0		
2758	Skid Steer Loader 226D	34,774	31,737		(3,037)	34,774	31,737		(3,036)
810	10 Cubic Metre Tipping Body	700	13,224	12,524.00		700	13,224	12,524	
		0	0						
		0	0						
		<b>656,833</b>	<b>469,961</b>	<b>12,524</b>	<b>(199,396)</b>	<b>631,440</b>	<b>454,961</b>	<b>12,524</b>	<b>(189,003)</b>

## KEY INFORMATION



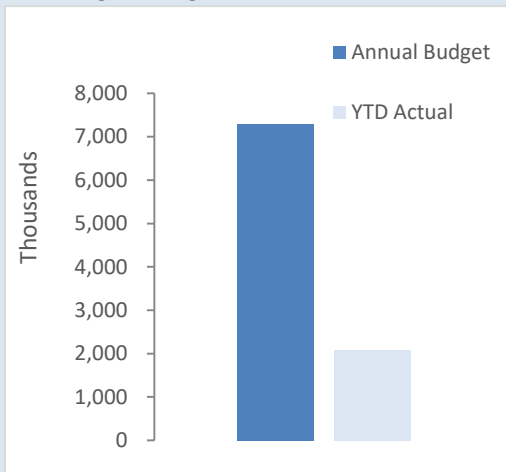
## Proceeds on Sale

Budget	YTD Actual	%
<b>\$469,961</b>	<b>\$454,961</b>	<b>97%</b>

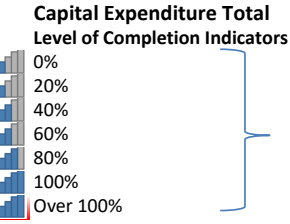
Capital Acquisitions	Adopted	Amended		YTD Actual Total	YTD Budget Variance
	Annual Budget	YTD Budget	Annual Budget		
	\$	\$	\$	\$	\$
Land Held for Resale	0	0	0	0	0
Land and Buildings	2,329,327	1,991,693	2,172,816	369,745	(1,621,949)
Plant and Equipment	66,000	631,516	688,500	31,380	(600,136)
Furniture and Equipment	26,100	41,427	44,200	40,247	(1,180)
Infrastructure Assets - Roads	1,791,127	3,252,006	3,506,930	966,511	(2,285,495)
Infrastructure Assets - Drainage	0	0	0	0	0
Infrastructure Assets - Footpaths	0	0	0	0	0
Infrastructure Assets - Public Facilities	0	0	0	0	0
Infrastructure Assets - Other	495,000	809,867	872,300	673,318	(136,549)
<b>Capital Expenditure Totals</b>	<b>4,707,554</b>	<b>6,726,509</b>	<b>7,284,746</b>	<b>2,081,199</b>	<b>(4,645,310)</b>
<b>Capital acquisitions funded by:</b>					
	\$	\$	\$	\$	\$
Capital Grants and Contributions	3,628,255	5,629,524	5,860,315	1,049,637	(4,579,887)
Borrowings	1,095,010	1,540,836	1,585,010	1,055,010	(485,826)
Other (Disposals & C/Fwd)	40,000	430,782	469,961	454,961	24,179
Council contribution - Cash Backed Reserves					
Various Reserves		227,447	228,135	228,135	688
Council contribution - operations		-1,102,080	-858,675	-706,544	395,536
<b>Capital Funding Total</b>		<b>6,726,509</b>	<b>7,284,746</b>	<b>2,081,199</b>	<b>(4,645,310)</b>

**SIGNIFICANT ACCOUNTING POLICIES**

All assets are initially recognised at cost. Cost is determined as the fair value of the assets given as consideration plus costs incidental to the acquisition. For assets acquired at no cost or for nominal consideration, cost is determined as fair value at the date of acquisition. The cost of non-current assets constructed by the local government includes the cost of all materials used in the construction, direct labour on the project and an appropriate proportion of variable and fixed overhead. Certain asset classes may be revalued on a regular basis such that the carrying values are not materially different from fair value. Assets carried at fair value are to be revalued with sufficient regularity to ensure the carrying amount does not differ materially from that determined using fair value at reporting date.


**KEY INFORMATION**

Acquisitions	Annual Budget	YTD Actual	% Spent
	<b>\$7.28 M</b>	<b>\$2.08 M</b>	<b>29%</b>
Capital Grant	Annual Budget	YTD Actual	% Received
	<b>\$5.86 M</b>	<b>\$1.05 M</b>	<b>18%</b>

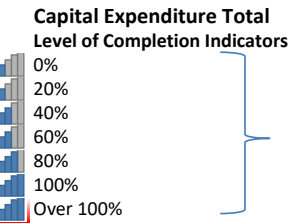


Percentage YTD Actual to Annual Budget  
Expenditure over budget highlighted in red.

% of  
Completion

 Level of completion indicator, please see table at the top of this note for further detail.

Level of completion indicator, please see table at the top of this note for further detail.					Adopted		Amended		Variance (Under)/Over
Assets	Account Number	Balance Sheet Category	Job Number	Annual Budget	Annual Budget	YTD Budget	Total YTD		
				\$	\$	\$	\$	\$	
Buildings									
Other Health									
Total - Other Health				0	0	0	0	0	
Housing									
	AGED APPROPRIATE HOUSING - STAGE 1	2574	1311	1626	0	(26,000)	(23,826)	(25,854)	(2,028)
	AGED APPROPRIATE HOUSING - STAGE 2	2574	1311	CJ18	(2,259,327)	(2,042,453)	(1,872,244)	(239,422)	1,632,822
	AGED APPROPRIATE HOUSING - LIVABLE HOUSING AUSTRALIA PLATI	2574	1311	CJ31	0	(44,363)	(40,656)	(44,363)	(3,707)
Total - Housing				(2,259,327)	(2,112,816)	(1,936,726)	(309,640)	1,627,086	
Community Amenities									
	CONTAINER DEPOSIT SCHEME	1944	1311	CJ70	(20,000)	(40,500)	(37,103)	(40,961)	(3,858)
Total - Community Amenities				(20,000)	(40,500)	(37,103)	(40,961)	(3,858)	
Recreation And Culture									
	IRWIN REC CENTRE BUILDING - RENEWAL	2834	1311	CJ05	(25,000)	(12,500)	(11,451)	(12,232)	(781)
	REC JETTY	2834	1311	CJ908	(25,000)	0	0	0	0
Total - Recreation And Culture				(50,000)	(12,500)	(11,451)	(12,232)	(781)	
Total - Buildings				(2,329,327)	(2,172,816)	(1,991,693)	(369,745)	1,621,949	
Plant & Equipment									
Recreation & Culture									
	PARKS & GARDENS - TRACTOR MOWER - REG IR420	2844	1312	V420	(35,000)	(50,000)	(45,826)	0	45,826
	NEW TRUCK - PARKS & GARDENS	2844	1312	V852	0	(77,000)	(70,576)	0	70,576
Total - Recreation & Culture				(35,000)	(127,000)	(116,402)	0	116,402	
Transport									
	SIDE TIPPER	3534	1312	CJ52	(5,000)	(5,000)	(5,000)	(4,930)	70
	PRIME-MOVER	3534	1312	V850	0	(309,000)	(283,250)	0	283,250
	SIDE TIPPING SEMI TRAILER	3534	1312	V851	0	(260,000)	(202,576)	0	
	NISSAN UD PRME MOVER 540IR	3534	1312	V526	(14,000)	(13,500)	(12,375)	(13,288)	(913)
	BULK FUEL STORAGE TANK & SYSTEM	3584	1312	CJ44	(12,000)	(13,000)	(11,913)	(12,857)	(944)
Total - Transport				(31,000)	(600,500)	(515,114)	(31,075)	281,463	
Total - Plant & Equipment				(66,000)	(727,500)	(631,516)	(31,075)	397,865	
Furniture & Equipment									
Recreation & Culture									
	BASKETBALL SCOREBOARD	2824	1314	CJ81	(15,000)	(9,100)	(8,338)	(12,018)	(3,680)
	GYMNASTICS EQUIPMENT - MATS, BOARDS, BEAM ETC	2824	1314	CJ35	0	(5,500)	(5,038)	(5,448)	(410)
Total - Recreation & Culture				(15,000)	(14,600)	(13,376)	(17,466)	(4,090)	
Other Property & Services									
	IT - HARDWARE	0264	1314	CJ33	(11,100)	(11,100)	(11,100)	(10,281)	819
	IT - WEBSITE & INTRANET	0264	1314	CJ34	0	(12,500)	(11,451)	(12,500)	(1,049)
Total - Other Property & Services				(11,100)	(23,600)	(22,551)	(22,781)	(230)	
Total - Furniture & Equipment				(26,100)	(44,200)	(41,427)	(40,247)	1,180	
Roads									
Housing									
	THE VILLAGE - FOOTPATHS, HANDRAILS, KERBS	2586	1317	CJ45	(44,700)	0	0	0	0
Total - Housing				(44,700)	0	0	0	0	
Transport									
	R2R - FANE ROAD	6644	1317	CJ75	(64,000)	(1,000)	(891)	(12,771)	(11,880)
	R2R - PIGGERY LANE	6644	1317	CJ76	(129,540)	(1,000)	(891)	(818)	73
	R2R - BELAURA PLACE	6644	1317	CJ77	(21,259)	0	0	0	0
	TABLETOP ROAD - SEAL - RRG	6644	1317	CJ78	0	(262,000)	(240,163)	0	240,163
	ALLANOOKA SPRINGS ROAD - SEAL - RRG	6644	1317	CJ79	0	(450,000)	(412,500)	(96,504)	315,996
	MORETON TERRACE	6664	1317	CJ22	(450,000)	(722,000)	(661,826)	(195,564)	466,262
	CASUARINAS ROAD - RRG	6674	1317	CJ72	(357,000)	(357,000)	(342,709)	(273,411)	69,298
	TABLETOP ROAD - RRG	6674	1317	CJ73	(422,500)	(422,500)	(405,589)	(264,002)	141,587
	BURMA ROAD - RRG	6674	1317	CJ74	(251,500)	(251,500)	(241,414)	(92,502)	148,912
	MILO ROAD DESIGN	6674	1317	CJ23	(38,528)	0	0	0	0
	BLENHEIM ROAD	6694	1317	CJ24	(7,100)	(4,950)	(4,532)	(4,950)	(418)
	ALLANOOKA RD SHOULDERS - SAFETY CRITICAL WORKS	6754	1317	SC01	0	(23,500)	(21,538)	(14,271)	7,267
	DRAINAGE RENEWAL - GENERAL	6754	1317	DR01	0	(6,480)	(5,940)	(9,340)	(3,400)
	GENERAL FOOTPATHS	6784	1317	CJ26	(5,000)	(5,000)	(4,800)	(2,378)	2,422
Total - Transport				(1,746,427)	(3,506,930)	(3,259,456)	(966,511)	2,292,945	
Total - Roads				(1,791,127)	(3,506,930)	(3,259,456)	(966,511)	2,292,945	



Percentage YTD Actual to Annual Budget  
Expenditure over budget highlighted in red.

% of  
Completion

Level of completion indicator, please see table at the top of this note for further detail.

				Adopted		Amended		Total YTD	Variance (Under)/Over
		Account Number	Balance Sheet Category	Job Number	Annual Budget	Annual Budget	YTD Budget		
Assets									
					\$	\$	\$	\$	\$
Infrastructure - Other									
Community Amenities									
0.14		CEMETERY REVITALISATION	2644	1318	CJ03	(130,000)	(130,000)	(130,000)	111,317
Total - Community Amenities					(130,000)	(130,000)	(130,000)	(18,683)	111,317
Recreation And Culture									
0.85		CLIFF HEAD - PAID CAMPING IMPLEMENTATION	8054	1318	CJ71	0	(15,000)	(13,750)	1,036
0.95		GRANNY'S BEACH - WALL	8054	1318	CJ86	0	(55,000)	(50,413)	(1,694)
0.85		SHADE SAILS - PARKS	2864	1318	1429	0	(9,000)	(8,239)	624
0.00		REHABILITAION FORMER FISHERMANS HALL AREA	2864	1318	CJ80	(55,000)	(55,000)	(48,125)	48,125
1.08		REPLACEMENT BBQ - FORESHORE	2864	1318	CJ84	0	(7,500)	(6,875)	(1,231)
1.00		SKATE PARK - PUMP TRACK	2864	1318	CJ37	(220,000)	(263,500)	(241,538)	(21,941)
0.09		TREE PLANTING	2864	1318	CJ49	(21,000)	(21,000)	(21,000)	19,200
Total - Recreation And Culture					(296,000)	(673,300)	(616,628)	(624,846)	(8,218)
Transport									
0.43		RURAL SIGNS	6794	1318	CJ10	(69,000)	(69,000)	(63,239)	33,451
Total - Transport					(69,000)	(69,000)	(63,239)	(29,788)	33,451
0.77		Total - Infrastructure - Other			(495,000)	(872,300)	(809,867)	(673,318)	136,549
0.28		Grand Total			(4,707,554)	(7,323,746)	(6,733,959)	(2,080,895)	4,450,488

(a) Information on Loan Debenture Borrowings

Particulars/Purpose	01 Jul 2020	New Loans			Principal Repayments			Principal Outstanding			Interest & Guarantee Fee Repayments		
		Actual	Amended Budget	Adopted Budget	Actual	Amended Budget	Adopted Budget	Actual	Amended Budget	Adopted Budget	Actual	Amended Budget	Adopted Budget
		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
<b>Other Health</b>													
Loan 99 - Medical Centre	1,450,000	0	0	0	58,961	58,961	58,961	1,391,039	1,391,039	1,391,039	30,548	32,786	32,786
<b>Other Housing</b>													
Loan 100- SIHI Completion	0	700,000	700,000	700,000	0	0	31,621	700,000	700,000	668,379	0	0	7,385
<b>Recreation and Culture</b>													
Loan 93 - Recreation Centre	2,105,156	0	0	0	100,540	109,992	109,992	2,004,616	1,995,164	1,995,164	125,226	152,737	152,737
Loan 96 - Tennis Courts Resurfacing	79,897	0	0	0	19,623	39,478	39,478	60,274	40,419	40,419	1,173	2,311	2,311
<b>Transport</b>													
Loan 98 - Plant	791,096	0	0	0	125,155	125,155	125,155	665,940	665,940	665,940	14,342	21,631	21,631
Loan 101 - Plant	0	0	530,000	0	0	0	0	0	530,000	0	0	0	0
	4,426,148	700,000	1,230,000	700,000	304,279	333,586	365,207	4,821,869	5,322,563	4,760,942	171,288	209,464	216,849
<b>Self supporting loans</b>													
<b>Recreation and Culture</b>													
Loan 97 - Golf Club	20,638	0	0	0	8,098	8,098	8,098	12,541	12,541	12,541	371	629	629
Loan 101 - Golf Club - Not proceeding	0	0	0	40,000	0	0	1,807	0	0	38,193	0	0	422
Loan 102 - Denison Bowling Club	0	355,010	355,010	355,010	0	0	16,037	355,010	355,010	338,973	0	0	3,745
	20,638	355,010	355,010	395,010	8,098	8,098	25,941	367,551	367,551	389,707	371	629	4,796
<b>Total</b>	4,446,787	1,055,010	1,585,010	1,095,010	312,377	341,683	391,148	5,189,420	5,690,113	5,150,649	171,659	210,093	221,646
Current loan borrowings	341,683							29,307					
Non-current loan borrowings	4,105,103							5,160,113					
	4,446,787							5,189,420					

All debenture repayments were financed by general purpose revenue except the Self Supporting Loan.

(b) Information on Financing

Particulars/Purpose	01 Jul 2020	New Financing			Lease Financing Principal Repayments			Lease Financing Principal Outstanding			Lease Financing Interest Repayments		
		Actual	Amended Budget	Adopted Budget	Actual	Amended Budget	Adopted Budget	Actual	Amended Budget	Adopted Budget	Actual	Amended Budget	Adopted Budget
		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
<b>Recreation and Culture</b>													
Solar Panels (67.941%)	39,333	0	0	0	12,398	13,540	13,540	26,935	25,793	25,793	835	895	895
<b>Other Property and Services</b>													
Solar Panels (32.059%)	18,560	0	0	0	5,850	6,389	6,389	12,710	12,171	12,171	394	422	422
	57,893	0	0	0	18,248	19,929	19,929	39,645	37,964	37,964	1,229	1,317	1,317
<b>Total</b>	57,893	0	0	0	18,248	19,929	19,929	39,645	37,964	37,964	1,229	1,317	1,317
Current financing borrowings	19,930							1,681					
Non-current financing borrowings	37,963							37,963					
	57,893							39,645					

SHIRE OF IRWIN  
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY  
FOR THE PERIOD ENDED 31 MAY 2021

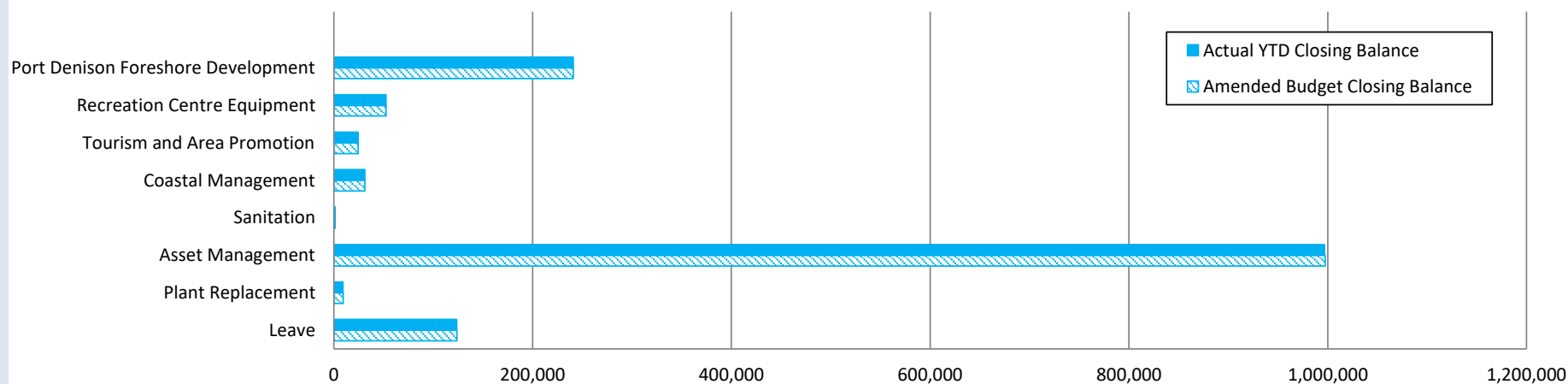
OPERATING ACTIVITIES  
NOTE 10  
CASH BACKED RESEVES

Cash Backed Reserve

Reserve Name	Opening Balance	Amended Budget Interest Earned	Actual Interest Earned	Amended Budget Transfers In (+)	Actual Transfers In (+)	Amended Budget Transfers Out (-)	Actual Transfers Out (-)	Amended Budget Closing Balance	Actual YTD Closing Balance
	\$	\$	\$	\$	\$	\$	\$	\$	\$
Leave	123,184	600	518	0	0	0	0	123,784	123,702
Plant Replacement	108,736	600	457	0	0	(100,000)	(100,000)	9,336	9,193
Asset Management	584,401	3,000	2,455	410,000	410,000	0	0	997,401	996,857
Sanitation	21,161	100	89	0	0	(20,000)	(20,000)	1,261	1,249
Coastal Management	138,669	600	583	0	0	(108,135)	(108,135)	31,134	31,117
Tourism and Area Promotion	24,469	100	103	0	0	0	0	24,569	24,571
Recreation Centre Equipment	52,183	300	219	0	0	0	0	52,483	52,402
Port Denison Foreshore Development	239,960	1,000	1,008	0	0	0	0	240,960	240,968
	<b>1,292,763</b>	<b>6,300</b>	<b>5,431</b>	<b>410,000</b>	<b>410,000</b>	<b>(228,135)</b>	<b>(228,135)</b>	<b>1,480,928</b>	<b>1,480,059</b>

KEY INFORMATION

Note 9 - Year To Date Reserve Balance to End of Year Estimate





SHIRE OF IRWIN  
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY  
FOR THE PERIOD ENDED 31 MAY 2021

OPERATING ACTIVITIES  
NOTE 11  
OTHER CURRENT LIABILITIES

Other Current Liabilities	Note	Opening Balance 1 Jul 2020	Liability Increase	Liability Reduction	Closing Balance 31 May 2021
		\$	\$	\$	\$
<b>Contract Liabilities</b>					
Unspent grants, contributions and reimbursements					
- operating	12	85,372	47,996	(33,548)	99,820
- non-operating	13	1,191,686	1,631,463	(764,512)	2,058,638
<b>Total unspent grants, contributions and reimbursements</b>		<b>1,277,058</b>	<b>1,679,459</b>	<b>(798,059)</b>	<b>2,158,458</b>
<b>Provisions</b>					
Annual leave		211,873	0	0	211,873
Long service leave		204,573	0	0	204,573
<b>Total Provisions</b>		<b>416,446</b>	<b>0</b>	<b>0</b>	<b>416,446</b>
<b>Total Other Current Liabilities</b>					<b>2,574,904</b>
Amounts shown above include GST (where applicable)					

KEY INFORMATION

PROVISIONS

Provisions are recognised when the Shire has a present legal or constructive obligation, as a result of past events, for which it is probable that an outflow of economic benefits will result and that outflow can be reliably measured.

Provisions are measured using the best estimate of the amounts required to settle the obligation at the end of the reporting period.

EMPLOYEE BENEFITS

Short-term employee benefits

Provision is made for the Shire's obligations for short-term employee benefits. Short-term employee benefits are benefits (other than termination benefits) that are expected to be settled wholly before 12 months after the end of the annual reporting period in which the employees render the related service, including wages, salaries and sick leave. Short-term employee benefits are measured at the (undiscounted) amounts expected to be paid when the obligation is settled.

The Shire's obligations for short-term employee benefits such as wages, salaries and sick leave are recognised as a part of current trade and other payables in the calculation of net current assets.

Other long-term employee benefits

The Shire's obligations for employees' annual leave and long service leave entitlements are recognised as provisions in the statement of financial position.

Long-term employee benefits are measured at the present value of the expected future payments to be made to employees. Expected future payments incorporate anticipated future wage and salary levels, durations of service and employee departures and are discounted at rates determined by reference to market yields at the end of the reporting period on government bonds that have maturity dates that approximate the terms of the obligations. Any remeasurements for changes in assumptions of obligations for other long-term employee benefits are recognised in profit or loss in the periods in which the changes occur. The Shire's obligations for long-term employee benefits are presented as non-current provisions in its statement of financial position, except where the Shire does not have an unconditional right to defer settlement for at least 12 months after the end of the reporting period, in which case the obligations are presented as current provisions.

## SHIRE OF IRWIN

NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY  
FOR THE PERIOD ENDED 31 MAY 2021

## NOTE 12

## OPERATING GRANTS AND CONTRIBUTIONS

Provider	Unspent Operating Grant, Subsidies and Contributions Liability					Operating Grants, Subsidies and Contributions Revenue			
	Liability 1 Jul 2020	Increase in Liability	Liability Reduction (As revenue)	Liability 31 May 2021	Current Liability 31 May 2021	Adopted Budget Revenue	Amended Annual Budget	Amended YTD Budget	YTD Actual Revenue
	\$	\$	\$	\$	\$	\$	\$	\$	\$
<b>Operating Grants and Subsidies</b>									
<b>General purpose funding</b>									
Grants Commission - Roads (WALGGC)	0	0	0	0	0	155,310	155,310	155,308	152,331
Grants Commission - General (WALGGC)	0	0	0	0	0	103,831	103,831	103,828	97,631
<b>Law, order, public safety</b>								0	
DFES Grant - Operating Bush Fire Brigade	15,583	35,996	(22,991)	28,587	28,587	47,994	47,994	35,994	22,991
DFES Bushfire Risk Management Project	23,923	0	0	23,923	23,923	0	5,500	5,038	0
Seniors Week Grant (Council on the Ageing)	0	0	0	0	0	2,000	0	0	0
<b>Community amenities</b>						0	0	0	0
Local Planning Scheme Review	22,283	0	0	22,283	22,283	0	0	0	0
Springfield Structure Plan Grant	9,392	0	0	9,392	9,392	0	0	0	0
<b>Recreation and culture</b>						0	0	0	0
Dept Land & Development Coastal Nodes	1,500	0	0	1,500	1,500	0	0	0	0
Coastal Management	6,600	12,000	(10,556)	8,044	8,044	0	0	0	10,556
State Library - General Excellence Award Grant	5,000	0	0	5,000	5,000	0	0	0	0
<b>Transport</b>						0	0	0	0
DRFAWA - Grant - storm damage	0	0	0	0	0	0	550,000	504,163	0
Direct Grant (MRWA)	0	0	0	0	0	82,590	82,590	82,590	82,590
	<b>84,281</b>	<b>47,996</b>	<b>(33,548)</b>	<b>98,729</b>	<b>98,729</b>	<b>391,725</b>	<b>950,725</b>	<b>891,959</b>	<b>366,100</b>
<b>Operating Contributions</b>									
<b>Law, order, public safety</b>									
DFES - Community Emergency Services Manager	0	0	0	0	0	100,000	100,000	75,000	80,225
<b>Community amenities</b>									
Dongara Pop-up Shop - Sustainable Environment Commit	1,091	0	0	1,091	1,091	0	0	0	0
<b>Other property and services</b>									
Employer Incentive Funding	0	0	0	0	0	0	30,000	27,500	30,000
	<b>1,091</b>	<b>0</b>	<b>0</b>	<b>1,091</b>	<b>1,091</b>	<b>100,000</b>	<b>130,000</b>	<b>102,500</b>	<b>110,225</b>
<b>TOTALS</b>	<b>85,372</b>	<b>47,996</b>	<b>(33,548)</b>	<b>99,820</b>	<b>99,820</b>	<b>491,725</b>	<b>1,080,725</b>	<b>994,459</b>	<b>476,324</b>

**SHIRE OF IRWIN**  
**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY**  
**FOR THE PERIOD ENDED 31 MAY 2021**

**NOTE 13**

**NON-OPERATING GRANTS AND CONTRIBUTIONS**

Provider	Unspent Non Operating Grants, Subsidies and Contributions Liability					Non Operating Grants, Subsidies and Contributions Revenue			
	Liability 1 Jul 2020	Increase in Liability	Liability Reduction (As revenue)	Liability 31 May 2021	Current Liability 31 May 2021	Adopted Budget Revenue	Amended Annual Budget	Amended YTD Budget	YTD Actual Revenue
	\$	\$	\$	\$	\$	\$	\$	\$	\$
<b>Non-Operating Grants and Subsidies</b>									
<b>Housing</b>									
SIHI Ageing in Place (WA Country Health Service)	1,078,741	0	(228,651)	850,090	850,090	1,559,327	1,559,327	1,559,326	228,651
<b>Recreation and culture</b>									
Skate Park - Pump Track (Lotterywest)	0	250,000	(250,000)	0	0	250,000	250,000	250,000	250,000
Coastal Reserve Works	15,463	0	0	15,463	15,463	0	0	0	0
<b>Transport</b>									
RTR Grant - Casuarinas Rd (CJ72)	0	104,252	0	104,252	104,252	119,000	119,000	119,000	119,000
RTR Grant - Tabletop Rd (CJ73)	0	16,155	0	16,155	16,155	140,833	140,833	140,832	0
RTR Grant - Burma Rd (CJ74)	0	40,011	0	40,011	40,011	83,833	83,833	83,832	0
RTR Grant - Fane Rd (CJ75)	0	16,000	(1,017)	14,983	14,983	64,000	1,000	913	1,017
RTR Grant - Piggery Lane (CJ76)	0	32,385	(818)	31,567	31,567	129,540	1,000	913	818
RTR Grant - Bileaura Rd (CJ77)	0	5,314	0	5,314	5,314	21,259	0	0	0
RRG Grant - Moreton Terrace (CJ22)	73,204	0	(49,065)	24,139	24,139	300,000	481,333	441,221	49,065
RRG Grant - Milo Road Design (CJ23)	2,595	0	0	2,595	2,595	22,195	0	0	0
RRG Grant - Casuarinas RD (CJ72)	0	199,920	(169,315)	30,605	30,605	238,000	238,000	238,000	169,315
RRG Grant - Tabletop Rd (CJ73)	0	112,667	(10,465)	102,202	102,202	281,667	281,667	281,664	10,465
RRG Grant - Burma RD (CJ74)	0	67,067	(34,300)	32,767	32,767	167,667	167,667	167,664	34,300
RRG Grant - Tabletop Rd Seal (CJ78)	0	76,854	0	76,854	76,854	0	174,667	160,105	0
RRG Grant -Allanooka Spring Rd Seal (CJ79)	0	130,826	0	130,826	130,826	0	300,000	275,000	0
Roadwise Funds	6,776	0	0	6,776	6,776	0	0	0	0
Bridge Grant	14,907	0	0	14,907	14,907	0	0	0	0
LRCIP Grant - Cemetery Revitalisation CJ03	0	65,000	(5,929)	59,071	59,071	130,000	130,000	130,000	5,929
LRCIP Grant - Rehabilitate Former Fisherman's Hall CJ80	0	25,967	0	25,967	25,967	51,934	51,934	51,934	0
LRCIP Grant - Rural Signage CJ10	0	34,500	(14,951)	19,549	19,549	69,000	69,000	69,000	14,951
LRCIP Grant - Surf Beach Stabilisation CJ87	0	0	0	0	0	0	261,054	239,294	166,125
DCPE Grant - Moreton Terrace CJ88	0	454,545	0	454,545	454,545	0	0	0	0
	<b>1,191,686</b>	<b>1,631,463</b>	<b>(764,512)</b>	<b>2,058,638</b>	<b>2,058,638</b>	<b>3,628,255</b>	<b>4,310,315</b>	<b>4,208,698</b>	<b>1,049,637</b>
<b>Total Non-operating grants, subsidies and contributions</b>	<b>1,191,686</b>	<b>1,631,463</b>	<b>(764,512)</b>	<b>2,058,638</b>	<b>2,058,638</b>	<b>3,628,255</b>	<b>4,310,315</b>	<b>4,208,698</b>	<b>1,049,637</b>

## SHIRE OF IRWIN

NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY  
FOR THE PERIOD ENDED 31 MAY 2021

## NOTE 14

## BONDS &amp; DEPOSITS AND TRUST FUNDS

In previous years, bonds and deposits were held as trust monies. They are still reported in this Note but also included in Restricted Cash - Bonds and Deposits and as a current liability in the books of Council.

Trust funds held at balance date over which the Shire has no control and which are not included in this statement are as follows:

Description	Opening Balance 01 Jul 2020	Amount Received	Amount Paid	Closing Balance 31 May 2021
	\$	\$	\$	\$
<b>Restricted Cash - Bonds and Deposits</b>				
Nomination Deposits	0.00	0.00	0.00	0.00
DDHS Rock Esteidford Funds	0.00	0.00	0.00	0.00
Aged Persons Units - Bonds	18,689.76	701.50	0.00	19,391.26
Youth Advisory Council	17,014.33	0.00	0.00	17,014.33
Kerbing Deposits	23,900.00	17,000.00	(6,000.00)	34,900.00
Dongara Childrens Centre	0.00	0.00	0.00	0.00
Old Mill Restoration	0.00	0.00	0.00	0.00
Water Main Contributions	0.00	0.00	0.00	0.00
Performance Bonds	75,832.52	0.00	0.00	75,832.52
Key Bonds & Various	2,070.00	0.00	(50.00)	2,020.00
Safer WA Committee	340.52	0.00	0.00	340.52
Other Grant Funds	6,643.50	0.00	0.00	6,643.50
Various Bonds	2,654.05	1,100.00	(1,360.00)	2,394.05
Basketball Club Funds	0.00	0.00	0.00	0.00
Shire Of Irwin - LEMC	4,887.30	0.00	0.00	4,887.30
BROC Funds	0.00	0.00	0.00	0.00
Dongara Community Festival	0.00	0.00	0.00	0.00
Toddler Time - Rec Centre	702.97	0.00	0.00	702.97
Contributions To Roads_P.O.S.	45,912.11	0.00	0.00	45,912.11
Transport	0.00	0.00	0.00	0.00
Dongara Public Cemetery	0.00	0.00	0.00	0.00
Non Shire - Internal Activity	40.00	0.00	0.00	40.00
Interest Earned On Trust Items	0.00	0.00	0.00	0.00
<b>Sub-Total</b>	<b>198,687.06</b>	<b>18,801.50</b>	<b>(7,410.00)</b>	<b>210,078.56</b>
<b>Trust Funds</b>				
Nil				
<b>Sub-Total</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
	<b>198,687.06</b>	<b>18,801.50</b>	<b>(7,410.00)</b>	<b>210,078.56</b>

## KEY INFORMATION

The material variance thresholds are adopted annually by Council as an indicator of whether the actual expenditure or revenue varies from the year to date budget materially.

The material variance adopted by Council for the 2020/21 year is \$10,000 and 10%.

	Var. \$	Var. %	Var. ▲▼	Significant Var. \$	Timing/ Permanent	Explanation of Variance
	\$	%				
General Purpose Funding - Other	75,232	30%	▲	\$	Permanent	Interest earned lower than budgeted
Law, Order and Public Safety	(14,625)	(11%)	▼	\$	Timing	Op Grant received but shown as contract liability until expended
Community Amenities	110,846	12%	▲	\$	Permanent	Commercial collection higher. Income from CDS higher than budgeted
<b>Expenditure from operating activities</b>						
General Purpose Funding	83,852	13%	▲	\$	Timing	Unpaid rate provision - COVID precaution
Economic Services	52,144	13%	▲	\$	Timing	BSL/CTF less than budgeted. CGG invoice timing
Other Property and Services	(274,589)	(386%)	▼	\$	Timing	PWO and plant recovery rates to be checked
<b>Investing Activities</b>						
Non-operating Grants, Subsidies and Contributions	(4,579,887)	(81%)	▼	\$	Timing	Road grants received but cannot be recognised until road construction jobs completed
Land and Buildings	1,621,949	81%	▲	\$	Timing	Timing of SIHI construction works
Plant and Equipment	600,136	95%	▲	\$	Timing	Timing of purchases
Infrastructure Assets - Roads	2,285,495	70%	▲	\$	Timing	Timing of construction works
Infrastructure Assets - Other	136,549	17%	▲	\$	Timing	Timing of constructions works
<b>Financing Activities</b>						
Proceeds from New Debentures	(485,826)	(32%)	▼	\$	Timing	Plant Loan not progressing in 2020/21
<b>Reporting Nature or Type</b>	<b>Var. \$</b>	<b>Var. %</b>	<b>Var. ▲▼</b>	<b>Significant Var. \$</b>	<b>Timing/ Permanent</b>	<b>Explanation of Variance</b>
<b>Expenditure from operating activities</b>						
Materials and Contracts	880,385	25%	▲	\$	Timing	Running below budget - timing of projects
Utility Charges	(101,973)	(37%)	▼	\$	Timing	Timing of budget ahead of actual invoices.
Interest Expenses	24,518	12%	▲	\$	Timing	Actual Interest lower than budgeted

## SHIRE OF IRWIN

NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY  
FOR THE PERIOD ENDED 31 MAY 2021NOTE 16  
BUDGET AMENDMENTS

GL Code	Job #	Description	Council Resolution	Classification	Non Cash Adjustment	Increase in Available Cash	Decrease in Available Cash	Amended Budget Running Balance
					\$	\$	\$	\$
		<b>Budget Adoption</b>		Opening Surplus(Deficit)			(26,099)	(26,099)
		<b>Permanent Changes</b>					(104,381)	(130,480)
		October Review of Capital Works	041020	Capital Projects			(442,933)	(573,413)
		October Review of Operating Inc/Exp	041020	Operating Expenditure			(293,350)	(866,763)
		Salaries & Wages - Restructure at review	041020	Salaries & Wages			(118,928)	(985,691)
		Increase in Rec Centre Rev. Review	041020	Operating Income		20,000		(965,691)
		Deletion of COVID proviison on rates	041020	Rate Income		962,888		(2,803)
					0	982,888	(985,691)	

## KEY INFORMATION

**ATTACHMENT: CEO01**

**Request for Tender 2-2020/21 Medical Practice Business Support  
Services**

*Attachment 1*

RFT 2-2020/21 Medical Practice Business Support Services

*Attachment 2*

RFT 2-2020/21 Evaluation Matrix





## Request for Tender

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<b>Request for Tender:</b>	<i>Practice Management Support Services</i>
<b>Deadline:</b>	<i>12:00pm, Tuesday 15 June, 2021</i>
<b>Address Delivery:</b>	<b>for</b> <i>11 – 13 Waldeck Street DONGARA WA 6525</i> <i>(Please mark envelope RFT 2-2020/21)</i> <b>or</b> <i>PMB21 DONGARA WA 6525</i> <b>or</b> <a href="mailto:tenders@irwin.wa.gov.au">tenders@irwin.wa.gov.au</a>
<b>RFT Number:</b>	<i>RFT 2-2020/21</i>

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## 1 Conditions of Tendering

### 1.1 Definitions

Below is a summary of some of the important defined terms used in this Request:

<b>Attachments:</b>	The documents you attach as part of your Tender.
<b>Contractor:</b>	Means the person or persons, corporation or corporations who's Tender is accepted by the Principal, including the executors or administrators, successors and assignments of such person or persons, corporation or corporations.
<b>Deadline:</b>	The deadline for lodgement of your Tender as detailed on the front cover of this Request.
<b>General Conditions of Contract:</b>	Means the General Conditions of Contract for the Provision of Services provided in Part 5.
<b>Offer:</b>	Your offer to supply the Requirements.
<b>Principal:</b>	Shire of Irwin
<b>Request OR RTF OR Request for Tender</b>	This document.
<b>Requirement:</b>	The Services requested by the Principal.
<b>Selection Criteria:</b>	The Criteria used by the Principal in evaluating your Tender.
<b>Special Conditions:</b>	The additional contractual terms.
<b>Specification:</b>	The Statement of Requirements that the Principal requests you to provide if selected.
<b>Tender:</b>	Completed Offer form, Response to the Selection Criteria and Attachments.
<b>Tenderer:</b>	Someone who has or intends to submit an Offer to the Principal.
<b>Tender Open Period:</b>	The time between advertising the Request and the Deadline.

## **1.2 Tender Documents**

This Request for Tender is comprised of the following parts:

Part 1 – Conditions of Tendering (*read and keep this part*).

Part 2 – Statement of Requirement includes Specification and any plans/drawings (*read and keep this part*).

Part 3 – General Conditions of Contract (*read and keep this part*).

Part 4 – Special Conditions of Contract (*read and keep this part*).

Part 5 – Tenderer's Offer (*complete and return this part*).

### **Separate Documents**

- a) Addenda and any other special correspondence issued to Tenderers by the Principal.
- b) Any other policy or document referred to but not attached to the Request.

## **1.3 How to Prepare Your Tender**

- a) Carefully read all parts of this document;
- b) Ensure you understand the Requirements;
- c) Complete and return the Offer (Part 3) in all respects and include all Attachments;
- d) Make sure you have signed the Offer form and responded to all of the Selection Criteria; and
- e) Lodge your Tender before the Deadline.

## **1.4 Contact Persons**

Tenderers should not rely on any information provided by any person other than the person listed below:

<b>Name:</b>	<i>Shane Ivers, Chief Executive Officer</i>
<b>Telephone:</b>	9927 0000
<b>Email:</b>	<a href="mailto:tenders@irwin.wa.gov.au">tenders@irwin.wa.gov.au</a>

## **1.5 Requests for Clarification**

Tenderers may submit a written request for clarification on any part of the RFT documents prior to lodgement of their Tender.

No requests for information or clarification to the RFT Documents will be accepted later than five (5) days prior to the Deadline of this Request.

## **1.6 Lodgement of Tenders and Delivery Method**

The tender must be lodged by the Deadline. The Deadline for this request is 15 June 2021 at 12:00pm.

Physical Tender Box

The Tender is to be:

- a) Placed in a sealed envelope clearly endorsed with the tender number and title as shown on the front cover of this Request; and
- b) Delivered by hand and placed in the Tender Box at 11-13 Waldeck Street, Dongara (by the Tenderer or the Tenderer's private agent) or sent through the mail to the Chief Executive Officer PMB21 Dongara WA 6525.

Electronic mail Tenders will be accepted.

Tenderers must ensure that they have provided two (2) signed copies of their Tender; one to be marked "ORIGINAL" and unbound and clipped (not stapled) and the other(s) to be marked "COPY" and bound. All pages must be numbered consecutively and the Tender must include an index. Any brochures or pamphlets must be attached to both the original and the copies.

In preparing a Tender for electronic mail, Tenderers must agree to the following conditions:

- a) In submitting a Tender electronically, Tenderers represent that they have taken reasonable steps to ensure that electronic Tender files are free of viruses, worms and other disabling features which may affect the Tendering portal and/or the Principal's computing environment. Tenders found to contain viruses, worms or other disabling features may be excluded from the evaluation process.
- b) Tenderers should allow sufficient time for Tender lodgement, including time that maybe required for any problem analysis and resolution prior to the Deadline.
- c) Where electronic submission of Tender has commenced prior to the Deadline and is not completed successfully by the Deadline, the Tender will not be accepted and will be deemed to be a late Tender.
- d) Tenders lodged through via electronic mail will be deemed to be authorised by the Tenderer.
- e) Tenderers acknowledge that although the Principal has implemented security measures, the Principal does not warrant that unauthorised access to information and data transmitted via the Internet will not occur.
- f) Tenderers acknowledge that:

- a. Lodgement of their Tender on time and in accordance with these Conditions of Tender is entirely their responsibility; and
- b. The Principal will not be liable for any loss, damage, costs or expenses incurred by Tenderers or any other person if, for any reason, a Tender or any other material or communication relevant to this Request is not received on time, is corrupted or altered or otherwise is not received as sent, cannot be read or decrypted, or has its security or integrity compromised.

## **1.7 Rejection of Tenders**

A Tender will be rejected without consideration of its merits in the event that:

- a) It is not submitted before the Deadline; or
- b) It is not submitted at the place specified in the Request; or
- c) It may be rejected if it fails to comply with any other requirements of the Request.

No web links or hyperlinks will be considered as part of any submission.

## **1.8 Late Tenders**

Tenders received:

- a) After the Deadline; or
- b) In a place other than that stipulated in this Request;

will not be accepted for evaluation.

## **1.9 Acceptance of Tenders**

Unless otherwise stated in this Request, Tenders may be for all or part of the Requirements and may be accepted by the Principal either wholly or in part. The Principal is not bound to accept the lowest Tender and may reject any or all Tenders submitted.

## **1.10 Disclosure of Contract Information**

Documents and other information relevant to the contract may be disclosed when required by law under the Freedom of Information Act 1992 or under a Court order.

All Tenderers will be given particulars of the successful Tenderer or be advised that no Tender was accepted.

## **1.11 Tender Validity Period**

All Tenders will remain valid and open for acceptance for a minimum period of ninety (90) days from the Deadline or forty-five (45) days from the Principal's resolution for determining the Tender, whichever is the later unless extended on mutual agreement between the Principal and the Tenderer in writing.

## **1.12 Precedence of Documents**

In the event of there being any conflict or inconsistency between the terms and conditions in this Request and those in the General Conditions of Contract, the terms and conditions appearing in this Request will have precedence.

## **1.13 Alternative Tenders**

All Alternative Tenders must be accompanied by a conforming Tender.

Tenders submitted as Alternative Tenders or made subject to conditions other than the General and Special Conditions of Contract must in all cases be clearly marked “**Alternative Tender**”.

The Principal may in its absolute discretion reject any Alternative Tender.

Any printed “General Conditions of Contract” contained within a Tender will not be binding on the Principal in the event of a Contract being awarded unless the Tender is marked as an Alternative Tender.

## **1.14 Tenderers to Inform Themselves**

Tenderers will be deemed to have:

- a) examined the Request and any other information available in writing to Tenderers for the purpose of tendering;
- b) examined all further information relevant to the risks, contingencies, and other circumstances having an effect on their Tender which is obtainable by the making of reasonable enquires;
- c) satisfied themselves as to the correctness and sufficiency of their Tenders including tendered prices which will be deemed to cover the cost of complying with all the Conditions of Tendering and of all matters and things necessary for the due and proper performance and completion of the work described therein;
- d) acknowledged that the Principal may enter into negotiations with a chosen Tenderer and that negotiations are to be carried out in good faith; and
- e) satisfied themselves they have a full set of the Request documents and all relevant attachments.

## **1.15 Alterations**

The Tenderer must not alter or add to the Request documents unless required by these Conditions of Tendering.



The Principal will issue an addendum to all registered Tenderers where matters of significance make it necessary to amend or supplement the issued Request documents before the Deadline.

### **1.16 Risk Assessment**

The Principal may have access to and give consideration to:

- a) any risk assessment undertaken by any credit rating agency;
- b) any financial analytical assessment undertaken by any agency; and
- c) any information produced by the Bank, financial institution, or accountant of a Tenderer;

so as to assess that Tender and may consider such materials as tools in the Tender assessment process.

Tenderers may be required to undertake to provide to the Principal (or its nominated agent) upon request all such information as the Principal reasonably requires to satisfy itself that Tenderers are financially viable and have the financial capability to provide the Services for which they are submitting and meet their obligations under any proposed Contract. The Principal reserves the right to engage (at its own cost) an independent financial assessor as a nominated agent to conduct financial assessments under conditions of strict confidentiality. For this assessment to be completed, a representative from the nominated agent may contact you concerning the financial information that you are required to provide.

The financial assessment is specifically for use by the Principal for the purpose of assessing Tenderers and will be treated as strictly confidential.

### **1.17 Evaluation Process**

This is a Request for Tender.

Your Tender will be evaluated using information provided in your Tender.

The following evaluation methodology will be used in respect of this Request:

- a) Tenders are checked for completeness and compliance. Tenders that do not contain all information requested (eg completed Offer form and Attachments) may be excluded from evaluation.
- b) Tenders are assessed against the Selection Criteria. Contract costs are evaluated (eg tendered prices) and other relevant whole of life costs are considered.
- c) The most suitable Tenderers may be short listed and may also be required to clarify their Tender, make a presentation, demonstrate the product/solution offered and/or

open premises for inspection. Referees may also be contacted prior to the selection of the successful Tenderer.

A Contract may then be awarded to the Tenderer whose Tender is considered the most advantageous Tender to the Principal.

### **1.18 Selection Criteria**

The Contract may be awarded to a sole Tenderer who best demonstrates the ability to provide quality products and/or services at a competitive price. The tendered prices will be assessed together with qualitative and compliance criteria to determine the most advantageous outcome to the Principal.

**The Principal has adopted a best value for money approach to this Request. This means that, although price is considered, the Tender containing the lowest price will not necessarily be accepted.**

A scoring system will be used as part of the assessment of the qualitative criteria. Unless otherwise stated, a Tender that provides all the information requested will be assessed as satisfactory. The extent to which a Tender demonstrates greater satisfaction of each of these criteria will result in a greater score. The aggregate score of each Tender will be used as one of the factors in the final assessment of the qualitative criteria and in the overall assessment

### **1.19 Compliance Criteria**

These criteria are detailed within Part 4.2.1 of this document and will not be point scored. Each Tender will be assessed on a Yes/No basis as to whether the criterion is satisfactorily met. An assessment of "No" against any criterion may eliminate the Tender from consideration.

### **1.20 Qualitative Criteria**

In determining the most advantageous Tender, the Evaluation Panel will score each Tenderer against the qualitative criteria as detailed within Part 4.2.2 of this document. Each criterion will be weighted to indicate the relative degree of importance that the Principal places on the technical aspects of the goods or services being purchased.

It is essential that Tenderers address each qualitative criterion. Information that you provide addressing each qualitative criterion will be point scored by the Evaluation Panel. Failure to provide the specified information may result in elimination from the tender evaluation process or a low score.

### **1.21 Value Considerations**

The Weighted Price method is used where price is considered to be crucial to the outcome of the contract. The price is then assessed with quality. Include any items that may affect any pricing outcomes (eg Regional Price Preference Policy).

<b>Criteria</b>	<b>Weighting</b>
Tendered Price	50%

### **1.22 Regional Price Reference**

Tenderers for the contract may be afforded a preference in accordance with Regulation 24(A-G) of the Local Government (Functions and General) Regulations and the Shire of Irwin's Policy CP01 Localised Purchasing, adopted 27/08/2019.

The following price preferences may be applied under this policy:

10% for goods and services up to a maximum price reduction of \$50,000 (excluding GST)

### **1.23 Price Basis**

All prices for services offered under this Request are to be fixed for the term of the Contract. Tendered prices must include Goods and Services Tax (GST).

### **1.24 Ownership of Tenders**

All documents, materials, articles and information submitted by the Tenderer as part of or in support of the Tender will become upon submission the absolute property of the Principal and will not be returned to the Tenderer at the conclusion of the Tender process PROVIDED that the Tenderer be entitled to retain copyright and other intellectual property rights therein, unless otherwise provided by the Contract.

### **1.25 Canvassing of Officials**

If the Tenderer, whether personally or by an agent, canvasses any of the Principal's Commissioners or Councillors Officers (as the case may be) with a view to influencing the acceptance of any Tender made by it or any other Tenderer, then regardless of such canvassing having any influence on the acceptance of such Tender, the Principal may at its absolute discretion omit the Tenderer from consideration.

### **1.26 Identity of the Tenderer**

The identity of the Tenderer and the Contractor is fundamental to the Principal. The Tenderer will be the person, persons, corporation or corporations named as the Tenderer in

Part 4 and whose execution appears on the Offer Form in Part 4.1 of this Request. Upon acceptance of the Tender, the Tenderer will become the Contractor.

### **1.27 Costs of Tendering**

The Principal will not be liable for payment to the Tenderer for any costs, losses or expenses incurred by the Tenderer in preparing their Offer.

### **1.28 Tender Opening**

Tenders will be opened in the Principal's offices, following the advertised Deadline. All Tenderers and members of the public may attend or be represented at the opening of Tenders.

The names of the persons who submitted the Tender by the due Deadline will be read out at the Tender Opening. No discussions will be entered into between Tenderers and the Principal's officers present or otherwise, concerning the Tenders submitted.

The Tender Opening will be held on or as soon as practicable after the Deadline at the Shire Administration Office 11-13 Waldeck Street, Dongara.

### **1.29 In House Tenders**

The Principal does not intend to submit an In House Tender.

## **2 Statement of Requirements**

### **2.1 Introduction**

The Shire of Irwin is located 350km north of Perth in the Midwest Region and is home to approximately 3,600 residents. The twin towns of Dongara and Port Denison form the centre of a vibrant farming and fishing community equally valued and enjoyed by residents and visitors.

The Shire of Irwin purchased the Dongara Medical Centre in May 2020 to ensure the continuation of medical services for residents, after the privately owned practice closed its doors in January 2020.

Concurrent to the purchase of the medical centre was the establishment of a Medical Practice Agreement (MPA) with a Medical Services Provider (MSP). A MSP was appointed by the Shire April 2020 under the MPA and has been trading out of the Dongara Medical Centre for almost 12 months as Five Gums Family Medical Practice.

The Shire of Irwin is now seeking to appoint a suitably qualified and experienced organisation to provide Practice Management Support Services for the Dongara Medical Centre to ensure residents have access to high quality, cost effective medical services.

### **2.2 Definitions**

Below is a summary of some of the important defined terms used in this Part:

<b>Contractor's Representative:</b>	Means any Officer or person duly authorised by the Contractor, in writing, to act on their behalf for the purpose of the Contract;
<b>Principal's Representative</b>	Means any Officer of person duly authorised by the Principal, in writing, to act on their behalf for the purpose of the Contract;
<b>Works or Services:</b>	Means the Services, which the Contractor is required to provide to the Principal and the Contractor under the Contract;

## 2.3 Scope of Work

The Practice Management Support Service provider will report directly to the Medical Services Provider (MSP) and carry out the functions of a Practice Manager, which include:

- Practice Management
- Recruitment
- Human resources management
- Accounting and bookkeeping
- Clinical leadership
- Service coordination
- Corporate services

The Shire of Irwin is offering a Five (5) year agreement with an initial term of Three (3) years and an option for a further Two (2) years in return for the provision of Practice Management Support Services at the Dongara Medical Centre.

## 2.4 Detailed Specification

The detailed functions of the Practice Management Support Service on behalf of the Medical Services Provider (MSP) include the following outcomes:

Outcome1: Practice Management	
Objective: Support the general practice to operate efficiently and profitably	
Area of support	Description of Service
Administration	a) Provide advice on matters relating to the efficient management of the practice including patient registers; patient recalls; appointment management; fees and charges; practice hours; data cleansing.
Government programs and incentives	b) Facilitate optimal access to Commonwealth Government schemes including Medicare incorporating the Practice Incentive and Service Incentive Programs and the GP Rural Incentive Program,  c) Facilitate optimal access to State and Federal Government schemes such, local hospital on call and fee for service payments and payments for participation in the Emergency Department roster at identified district hospitals,  d) Implement new government programs and changes as required.
Business and service planning	e) Support with business and service planning including analysis of data generated by clinical software.
Practice Accreditation	f) Support in gaining AGPAL/GPA accreditation and reaccreditation.

<b>Outcome 2: Recruitment</b>	
<b>Objective: Support the Shire and general practice to ensure continuity of health service delivery through effective recruitment practices</b>	
Area of support	Description of Service
Doctor recruitment and placement	a) Oversee recruitment and placement of suitably qualified and experienced GPs, including advertising; assessment of applications; interviews, liaison with Shires and placement in practice. Doctors must be suitably qualified and experienced to provide services in WA Country Health Service hospitals.  b) Liaise with Shires regarding availability of housing, motor vehicle and clinical facilities for GPs.
International Medical Graduate recruitment and placement	c) Provide and/or facilitate mechanisms to enable the recruitment of IMGs to the Midwest Region including sponsorship, employment and supervision of clinical practice.
GP Registrars	d) Support general practice to achieve training practice accreditation and recruit GP registrars where required.
Locums	e) Support general practices to find locums for recreation and extended sick leave relief.
Other staff	f) Support general practice to recruit administration, nursing, allied health, and other staff as required.
<b>Outcome 3: Human Resource Management</b>	
<b>Objective: Support the general practice to implement effective and legally compliant human resource management</b>	
Area of support	Description of Service
Staff recruitment	a) Provide advice in relation to staffing levels, remuneration and contracts of employment.  b) Support general practices in all aspects of staff recruitment including development/review of job descriptions; advertising; interviews and contracting.
Dispute resolution	c) Support general practices in the resolution of disputes between staff as required using contemporary standard process.
External relationships	d) Support general practices in management of positive relationships with external bodies including local government, WA Country Health Service and Medicare.
<b>Outcome 4: Accounting and Bookkeeping</b>	
<b>Objective: Provide efficient and effective financial services to general practices</b>	
Area of support	Description of Service
Computerized bookkeeping system	a) Support set up and maintenance of bookkeeping system.
Banking	b) Support practice staff or where required directly undertake bank and credit card reconciliations.
Accounts receivable and payable	c) Support practice staff or where required directly undertake accounts payable and receivable processes.
Financial reporting	d) Support practice staff or where required directly undertake the development of monthly and annual financial reports.

Business Activity Statements	e) Support practice staff or where required directly undertake the preparation of BAS at agreed intervals.
Payroll and superannuation	f) Support practice staff or where required directly undertake the management of payroll, ensuring compliance with employment contracts and superannuation regulations.
<b>Outcome 5: Clinical Leadership</b>	
<b>Objective: Facilitate the delivery of safe and effective clinical care</b>	
Area of support	Description of Service
Clinical leadership	<ul style="list-style-type: none"> <li>a) Provide leadership on clinical matters to GPs and other health professionals where appropriate.</li> <li>b) Provide advice to Shire CEO on matters relating to clinical service delivery in Shire of Irwin.</li> <li>c) Facilitate measures to prevent GPs becoming professionally and socially isolated.</li> <li>d) Ensuring clinical compliance including confirmation of currency of AHPRA registration and other compliance certification.</li> </ul>
<b>Outcome 6: Service Coordination</b>	
<b>Objective: Facilitate and coordinate services to ensure continuity of service provision</b>	
Area of support	Description of Service
Service coordination	<ul style="list-style-type: none"> <li>a) Facilitate the use of telehealth as a means of delivering general practice services to the Irwin community and surrounding areas.</li> </ul>
<b>Outcome 7: Corporate Services</b>	
<b>Objective: Provide corporate service support to the Irwin Shire</b>	
Area of support	Description of Service
Corporate services	<ul style="list-style-type: none"> <li>a) Liaise with Shire of Irwin regarding issues affecting the delivery of services.</li> <li>b) Provide reports on patient numbers, weeks of service, and locum services on an annual basis.</li> <li>c) Report Key Performance Indicators annually.</li> <li>d) Monitor industry issues for impact on Medical Services and report to the Shire of Irwin on significant issues.</li> </ul>



## **2.5 Key Performance Indicators**

- The ability of the Medical Services Provider (MSP) to achieve their KPI's under the Medical Practice Agreement (MPA) with the Shire.
- Establish and maintain the profitability of the Dongara Medical Centre enabling
  - Retention of current staff; and
  - Ability to attract high quality medical professionals and support staff.

### **3   General Conditions of Contract**

Refer to the separate contract documents provided as part of this RFT.

## **4   Tenderer's Offer**

### **4.1   Form of Tender**

The Chief Executive Officer  
Shire of Irwin  
PMB 21, Dongara WA 6525

I/We (Registered Entity Name): \_\_\_\_\_  
(BLOCK LETTERS)

of: \_\_\_\_\_  
(REGISTERED STREET ADDRESS)

ABN \_\_\_\_\_ ACN (if any) \_\_\_\_\_

Telephone No: \_\_\_\_\_ Facsimile No: \_\_\_\_\_

E-mail: \_\_\_\_\_

#### **In response to RFT 2-2020/21 Practice Management Support Services**

I/We agree that I am/We are bound by, and will comply with this Request and its associated schedules, attachments, all in accordance with the Conditions of Tendering contained in this Request signed and completed.

The tendered price is valid up to ninety (90) calendar days from the date of the Tender closing or forty-five (45) days from the Council's resolution for determining the Tender, whichever is the later unless extended on mutual agreement between the Principal and the Tenderer in writing.

I/We agree that there will be no cost payable by the Principal towards the preparation or submission of this Tender irrespective of its outcome.

The tendered consideration is as provided under the schedule of rates of prices in the prescribed format and submitted with this Tender.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2021

Signature of authorised signatory of Tenderer: \_\_\_\_\_

Name of authorised signatory (BLOCK LETTERS): \_\_\_\_\_

Position: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Authorised signatory Postal address: \_\_\_\_\_

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

## **4.2 Selection Criteria**

### **4.2.1 Compliance Criteria**

Please select with a “Yes” or “No” whether you have complied with the following compliance criteria:

<b>Compliance Criteria</b>	
a) Tenderers are to provide acknowledgment that your organisation has submitted in accordance with the Conditions of Tender including completion of the Offer Form and provision of your pricing submitted in the format required by the Principal.	Yes / No
b) Compliance with the Specification contained in the Request.	Yes / No
c) The insurance requirements for this Request are stipulated in Section 34 of the General Conditions of Contract. Tenderers are to supply evidence of their insurance coverage including, insurer, expiry date, value and type of insurance. If the Tenderer holds “umbrella Insurance” please ensure a breakdown of the required insurances are provided.  A copy of the Certificate of Currency is to be provided to the Principal within 30 days of acceptance.	Yes / No

#### 4.2.2 Qualitative Criteria

Before responding to the following qualitative criteria, Tenderers must note the following:

- a) All information relevant to your answers to each criterion are to be contained within your Tender;
- b) Tenderers are to assume that the Evaluation Panel has no previous knowledge of your organisation, its activities or experience;
- c) Tenderers are to provide full details for any claims, statements or examples used to address the qualitative criteria; and
- d) Tenderers are to address each issue outlined within a qualitative criterion.

Qualitative Criteria		
<b>A. Relevant Experience in Providing Practice Management Support Services in a Regional Location.</b>  Tenderers must address the following information in an attachment and label it “ <b>Relevant Experience</b> ”	<b>Weighting</b>  <b>25%</b>	
a) Please provide detail on your organisations relevant experience that demonstrates your ability to satisfy the requirements of this tender including, however not limited to: <ul style="list-style-type: none"> <li>I. Provide details of your experience in providing Practice Management Support Services, preferably in a regional health care setting, under a contract arrangement.</li> <li>II. Demonstrated competency and proven track record of achieving outcomes.</li> <li>III. Provide details of issues that arose during the contract and how these were managed.</li> <li>IV. Contact details of at least two (2) referees.</li> </ul>	<b>“Relevant Experience”</b>	<b>Tick if attached</b>  <input type="checkbox"/>

<p><b>B. Key Personnel Skills and Experience</b></p> <p>Tenderers must address the following information in an attachment and label it “<b>Key Personnel Skills and Experience</b>”:</p>	<p><b>Weighting</b></p> <p><b>10%</b></p>	
<p>a) <i>The Tenderer’s role in the performance of the Contract.</i></p> <p>b) <i>Curriculum vitae of key staff inclusive of membership to any professional or business association, qualifications etc.</i></p>	<p><b>“Key Personnel”</b></p>	<p><b>Tick if attached</b></p> <p><input type="checkbox"/></p>
<p>Supply any other relevant details in an attachment and label it “<b>Key Personnel Skills and Experience</b>”.</p>		
<p><b>C. Capacity to Deliver</b></p> <p>Tenderers must address the following information in an attachment and label it “<b>Capacity to Deliver</b>”:</p>	<p><b>Weighting</b></p> <p><b>10%</b></p>	
<p>a) Please provide detail on your organisation’s capacity that demonstrates your ability to satisfy the requirements of this tender.</p>	<p><b>“Capacity to Deliver”</b></p>	<p><b>Tick if attached</b></p> <p><input type="checkbox"/></p>
<p>Supply any other relevant details in an attachment and label it “<b>Capacity to Deliver</b>”.</p>		
<p><b>D. Local Knowledge</b></p> <p>Tenderers must address the following information in an attachment and label it “<b>Local Knowledge</b>”:</p>	<p><b>Weighting</b></p> <p><b>5%</b></p>	
<p>a) <i>Understanding of local community health and medical issues within the Midwest Region.</i></p>	<p><b>“Local Knowledge”</b></p>	<p><b>Tick if attached</b></p> <p><input type="checkbox"/></p>
<p><b>E. Price</b></p>	<p><b>Weighting</b></p> <p><b>50 %</b></p>	

### 4.3 Price Information

Tenderers must complete the following "Price Schedule". Before completing the Price Schedule, Tenderers should ensure they have read this entire Request.

#### 4.3.1 Price Basis

Are you prepared to offer a fixed price?	<b>Yes / No</b>
--	-----------------

#### 4.3.2 Price Schedule

No	Service Description	Annual Price (ex GST)
1	Business Support Services Fee	
1.1	<ul style="list-style-type: none"> <li>Practice Management</li> </ul>	\$
1.2	<ul style="list-style-type: none"> <li>Recruitment</li> </ul>	\$
1.3	<ul style="list-style-type: none"> <li>Human resources management</li> </ul>	\$
1.4	<ul style="list-style-type: none"> <li>Accounting and bookkeeping</li> </ul>	\$
1.5	<ul style="list-style-type: none"> <li>Clinical leadership</li> </ul>	\$
1.6	<ul style="list-style-type: none"> <li>Service coordination</li> </ul>	\$
1.7	<ul style="list-style-type: none"> <li>Corporate services</li> </ul>	\$
	<b>Total Annual Contract Value (ex GST)</b>	<b>\$</b>
	<b>Total Annual Contract Value (inc GST)</b>	<b>\$</b>

**Part 4      COMPLETE AND RETURN THIS PART**

**4.3.3    Contract Price – Whole of Life**

<b>Contract Term</b>	<b>Annual Contract Price (inc GST)</b>
Year 1	\$
Year 2	\$
Year 3	\$
<b><i>Optional</i></b>	
Year 4	\$
Year 5	\$
<b>Contract Total</b>	<b>\$</b>



## **5      Appendix 1 – Conditions of Contract**



RFT 2-2020/21

Practice Management Support Services

# SERVICE CONTRACT CONDITIONS

***Shire of Irwin*** of 11-13 Waldeck Street, Dongara ABN:96 734 531 282  
(Principal)

and

***[insert Contractor]*** of ***[insert address]*** ***[insert ABN]*** (Contractor)

(together, the **Parties**)

**Date of Contract:**

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**DATE:**

**PARTIES:**

## **BACKGROUND**

- (a) The Principal has engaged the Contractor to provide the Goods and/or Services.
- (b) This Document sets out the terms and conditions upon which the Contractor shall provide the Goods and/or Services to the Principal.

## **OPERATIVE PART**

### **PART A – DEFINITIONS AND INTERPRETATION**

#### **1 DEFINITIONS**

In this Document, except where the context indicates otherwise:

**Acceptance** means acceptance of the Goods and/or Services which occurs on the earlier of:

- (a) the Principal notifying the Contractor in writing that the Goods and/or Services are accepted; or
- (b) the expiry of the day 14 days after delivery of the Goods to the Delivery Point or completion of the Services where the Principal has not, during that 14 day period, notified the Contractor in writing that the Goods and/or Services, as the case may be, are rejected.

**Affected Obligation** has the meaning given in clause 34.1(a).

**Approval** means any certificate, licence, consent, permit, approval, authority or requirement necessary for the provision of the Goods and/or Services.

**Assessment Notice** means an assessment notice under section 12 of the Working With Children Act.

**Authority** means any government or governmental, administrative, monetary, fiscal or judicial body, department, commission, authority, tribunal, agency, Minister or entity in Western Australia or the Commonwealth of Australia.

**Background Intellectual Property Rights** means any Intellectual Property Rights owned by a Party prior to the commencement of the Contract or which did not come into existence by reason of the Contract, and which a Party is entitled to exercise and sub-license, which are embodied in, attached to or otherwise relate to the Contract.

**Business Days** means a day that is not a Saturday, Sunday, a public holiday in Western Australia, or 27, 28, 29, 30 or 31 December.

**Child-Related Work** has the meaning given in section 6 of the Working With Children Act.

**Child-Related Site** means a location at which Goods are to be delivered and/or Services are to be performed where children are likely to be present.

**Completion Date** means the date for delivery of the Goods and/or the date for the completion of the Services, as the case may be, specified in an Order or agreed by the Parties in writing. To avoid doubt, there may be multiple Completion Dates where the Contract applies to multiple Orders of Goods and/or Services.

**Confidential Information** means:

- (a) the Contract;
- (b) information relating to the Principal's past, existing or future business, strategic plans or operations, finances, or customers;

- (c) any other information provided by a Disclosing Party to the Receiving Party which is identified by the Disclosing Party as confidential;
- (d) any report, opinion or advice prepared by the Contractor which the Principal advises is to be prepared on a confidential basis; and
- (e) any copies, extracts or summaries of the information described in paragraphs (a) to (d) (inclusive) above,

but excluding information which has entered the public domain other than through a breach of a confidentiality obligation owed to the Disclosing Party by the Receiving Party or by any other person.

**Conflict of Interest** means an interest, whether personal, financial or otherwise, which conflicts or may reasonably be perceived as conflicting with the ability of the Contractor to perform its obligations under the Contract fairly and objectively.

**Consequential Loss** means any:

- (a) loss of production, revenue, profit, business reputation, opportunities or anticipated savings; and
- (b) loss arising from wasted overheads or business interruptions.

**Contract** means the agreement between the Parties regarding the supply of the Goods and/or Services containing the terms and conditions set out in this Document.

**Contract Price** means the prices or rates specified in an Order as the amount to be paid by the Principal for the provision of the Goods and/or Services the subject of that Order or otherwise set out in the Contract. To avoid doubt, there may be multiple Contract Prices where the Contract applies to multiple Orders of Goods and/or Services.

**Contractor** means the party who is engaged by the other party to provide the Goods and/or Services under the Contract and whose details may be set out on the front page of this Document.

**Contractor's Vehicles and Equipment** has the meaning given in clause 33.4.

**Cyber Incident** means action taken through the use of computer networks that result in an actual or potentially adverse effect on the Contractor's information system and/or Principal Data residing on that system.

**Defective** means defective, of an inferior quality or inconsistent with the requirements of the Contract.

**Defects Liability Period** means the period of 12 months beginning on the Completion Date.

**Delivery Point** means the place for the delivery of Goods specified in the Order or agreed in writing by the Parties or directed by the Principal to the Contractor in writing.

**Disbursement** means reasonable out-of-pocket costs and expenses incurred by a Contractor in providing the Services which are:

- (a) charged to the Principal at cost; and
- (b) incidental to the provision of the Services.

**Dispute** means any dispute or difference between the Parties in connection with the Contract.

**Dispute Notice** has the meaning given in clause 35.1.

**Document** means this document called 'Goods and/or Services Contract Conditions'.

**Extension Request** has the meaning given in clause 13.4.

**Force Majeure Event** means an event or cause beyond the reasonable control of the Party claiming force majeure comprising any of the following:

- (a) act of God, lightning, storm, flood, fire, earthquake, explosion, cyclone or wind and wave conditions associated with a cyclone, tidal wave, landslide or adverse weather conditions;

- (b) strike, lockout or other labour difficulty;
- (c) act of public enemy, war, sabotage, blockade, revolution, riot, insurrection, civil commotion, epidemic or terrorism; or
- (d) a change in any Law or any authority exercised by an Authority or official by Law.

**Force Majeure Event Termination Period** means 120 consecutive days.

**Goods** means the goods specified in an Order or otherwise specified in the Contract.

**GST** means goods and services tax applicable to any taxable supplies as determined under the GST Law.

**GST Law** means *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and any related Act imposing such tax.

**Insolvency Event** means:

- (a) in relation to a corporation, where that corporation:
  - (i) goes into liquidation, except for the purpose of reconstruction or amalgamation of which the affected Party has given the other Party 5 Business Days' prior written notice of such reconstruction or amalgamation;
  - (ii) is otherwise dissolved;
  - (iii) has had appointed to it a receiver or receiver/manager of the whole or any part of the assets and undertaking of the Party;
  - (iv) enters into any composition or scheme of arrangement with its creditors;
  - (v) has had appointed to it an inspector or like official to examine the affairs of the Party or the Party enters into voluntary or other external administration; or
  - (vi) is otherwise unable to pay all its debts as and when they fall due; and
- (b) in relation to a natural person, where that natural person:
  - (i) commits an act of bankruptcy;
  - (ii) becomes subject to an order for the sequestration in bankruptcy of the estate of the Party;
  - (iii) assigns its estate or enters into a scheme of arrangement or composition for the benefit of its creditors; or
  - (iv) is otherwise unable to pay all its debts as and when they fall due.

**Insurances** means the insurances which the Contractor is required to obtain under clause 33.

**Intellectual Property Right** means all intellectual and industrial property rights and interests throughout the world, whether registered or unregistered, including trademarks, designs, patents, inventions, semi-conductor, circuit and other eligible layouts, copyright (including future copyright), database rights and analogous rights, trade secrets, know how, processes, concepts, plant breeder's rights, confidential information and all other intellectual property rights as defined in Article 2 of the Convention establishing the World Intellectual Property Organisation on 14 July 1967 as amended from time to time including any application or right to apply for any of these rights.

**Invoice** means a valid tax invoice under the GST Law.

**Law** means statute, equity, the common law and the legally enforceable requirements of Authorities, including any regulation or law of the Principal.

**Legal Requirement** means a requirement under any Law or Approval including a requirement to pay any fees and charges in connection with any Law or Approval.

**Letter of Award** means an Order or Long-Term Award issued by the Principal to the Contractor accepting the Request Response.

**Long-Term Award** means the acceptance of a Request Response relating to the provision of goods and/or services in the future where the nature of the goods and/or services to be provided are not stated or known at the time of formation of the Contract and will be the subject of future Orders.

**Loss** means any liability, loss, damage, cost (including litigation costs on a full indemnity basis), claim, suit, charge, diminution in value, action, demand, expense or proceeding whether present or future, actual, contingent or prospective and whether known or unknown, and howsoever arising.

**Order** means a purchase order or other written direction from the Principal to the Contractor which requires the supply of specified Goods and/or Services.

**Original Product** has the meaning given in clause 3.3.

**OSH Laws** means all workplace, health and safety related Law, codes of practice, other compliance codes, directions on safety or notices issued by any relevant Authority and standards, where any part of the Contractor's obligations under the Contract are being performed. This includes the *Occupational Health and Safety Act 1984* (WA), in addition to any other relevant legislation or regulations.

**Parties** means the Principal and the Contractor.

**Personnel** means the personnel engaged by the Principal, the Contractor or a related body corporate of the Contractor, including directors, officers, employees and agents, contractors and Sub-contractors and any director, officer, employee or agent of any contractor or Sub-contractor, but when used in the context of the Principal's Personnel, does not include the Contractor or the Contractor's Personnel.

**Plant and Equipment** means all materials, plant, equipment, tools, vehicles and machinery necessary for the performance of the Contractor's obligations under the Contract.

**Principal** means the party engaging the other Party to provide Goods and/or Services under the Contract and whose details may be set out on the front page of this Document.

**Principal Data** means information and materials of the Principal in respect of which the Contractor has custody or control for the purpose of providing the Goods and/or Services or which are accessed, transmitted or stored using the Contractor's information systems or equipment under the Contract.

**Principal Request** means the written request provided by the Principal to the Contractor to submit an offer and price to provide the Goods and/or Services.

**Principal's Documents** means any documents, including drafts or working versions, whether in hard copy or electronic format, in the possession of, or otherwise under the control of, the Principal.

**Principal's Premises** means any property under the control, care and management of the Principal.

**Request Response** means the offer submitted by the Contractor to supply the Goods and/or Services made in response to a Principal Request.

**Sale of Goods Act** means the *Sale of Goods Act 1895* (WA).

**Services** means the services identified in the Order or otherwise specified in the Contract, and services that are ancillary to such services.

**Specification** means a specification or scope of works for the Goods and/or Services:

- (a) provided by the Principal to the Contractor before the Contractor provided its Request Response; or
- (b) developed after the Contractor provided its Request Response or after the Contract came into effect, and agreed to by the Parties.



**Specified Personnel** means Personnel of the Contractor proposed in a Request Response to perform functions in relation to the provision of the Goods and/or Services.

**Standards and Procedures** means any guidelines, rules, requirements or information regarding site-specific conditions or the Principal's operations made available to the Contractor by the Principal from time to time.

**Start Date** means the date specified as such in the Principal Request or, where no such date is specified in the Principal Request, means the date that the Parties agree in writing that the Contractor must commence the Services.

**Sub-contractor** means any person or entity engaged by the Contractor in connection with the provision of the Goods and/or Services and includes consultants, subcontractors, suppliers and other contractors, but does not include the Contractor's employees.

**Substitute Product** has the meaning given in clause 3.3.

**Sustainability Objectives** has the meaning given in clause 24.1.

**Transition Plan** means a written plan to facilitate the transition of the supply of the Goods and/or Services from the Contractor to another supplier or from another supplier to the Contractor.

**Wilful Misconduct** means any wrongful act or omission that was intentionally done or involved reckless disregard to the likely consequences, including an intentional breach of the Contract.

**Working With Children Act** means the *Working With Children (Criminal Record Checking) Act 2004* (WA).

## 2 INTERPRETATION

In this Document, unless the context suggests otherwise:

- (a) a reference to the Contract means the Contract as varied from time to time;
- (b) a reference to 'including' must be read as if it is followed by '(without limitation)';
- (c) where a word or an expression is defined, any other part of speech or grammatical form of that word or expression has a corresponding meaning;
- (d) words in the singular include the plural and vice-versa;
- (e) a reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision substituted for, and any subordinate legislation issued under, that legislation or legislative provision;
- (f) a reference to any Party includes that Party's executors, administrators, substitutes, successors and permitted assigns;
- (g) a reference to a clause is a reference to a clause of this Document;
- (h) a reference to a 'day' or 'month' is a reference to a calendar day or calendar month;
- (i) headings are for convenience only and do not affect interpretation of this Document; and
- (j) no rule of construction applies to the disadvantage of a Party on the basis that the Party put forward the Contract or any part of it.

## PART B – PROVISIONS APPLICABLE TO THE SUPPLY OF GOODS ONLY

### 3 QUALITY OF GOODS, SOURCES OF SUPPLY AND SUBSTITUTION

3.1 The Contractor must ensure that all Goods:

- (a) comply with the requirements of the relevant Order and conform to any samples provided;
  - (b) are in accordance with relevant Australian Standards or, where no Australian Standard exists, any relevant ISO Standard;
  - (c) are properly, safely and securely packaged and labelled for identification; and
  - (d) are of merchantable quality and fit for their intended purpose.
- 3.2 The Contractor must ensure that the Principal has the full benefit of any manufacturer's warranties applicable to the Goods.
- 3.3 With the Principal's consent and subject to any necessary variation to the Contract Price, the Contractor may permanently or temporarily substitute another product (**Substitute Product**) for any aspect of the Goods to be provided under the Contract (**Original Product**). To avoid doubt, the supply of the Substitute Product shall satisfy the Contractor's obligations to supply the Original Product.

## **4 QUANTITIES OF GOODS**

- 4.1 The Contractor must supply to the Principal the Goods in the quantity specified in the relevant Order.
- 4.2 If the Contractor delivers more Goods than the quantity specified in the relevant Order, the Contractor must, upon the Principal's direction, collect the excess Goods from the Principal at the Contractor's risk and expense, unless the Principal elects, in its discretion, to return the excess Goods to the Contractor, which is done at the Contractor's sole risk and expense.

## **5 DELIVERY OBLIGATIONS AND DELIVERY POINT**

The Contractor must deliver the Goods to the Delivery Point and in doing so must:

- (a) not interfere with the Principal's activities;
- (b) leave the Delivery Point secure and fit for immediate use;
- (c) obtain the signature of a member of the Principal's Personnel who receives delivery of the Goods; and
- (d) where it is not possible to satisfy clause 5(c), leave the Goods where requested by the Principal.

## **6 PROPERTY AND RISK IN THE GOODS**

- 6.1 Subject to this Document, the Parties agree that:
  - (a) risk in the Goods shall pass from the Contractor to the Principal on Acceptance; and
  - (b) upon payment for the Goods, property in the Goods shall pass to the Principal.
- 6.2 The Contractor warrants that it has complete ownership of the Goods free of any liens, charges and encumbrances.

## **7 SALE OF GOODS ACT**

The Principal and Contractor acknowledge and agree that:

- (a) the Sale of Goods Act applies to the Contract; and
- (b) to the extent that there is any inconsistency between the Sale of Goods Act and the Contract, and to the extent permitted by Law, the Contract applies rather than the Sale of Goods Act.

## **PART C – PROVISIONS APPLICABLE TO THE PROVISION OF SERVICES ONLY**

### **8 QUALITY OF SERVICES**

- 8.1 The Contractor must ensure that the Services provided by the Contractor:
- (a) match the description of the Services set out in the Order or otherwise in the Contract;
  - (b) are fit for their intended purpose;
  - (c) where they relate to design, the works or goods being designed are fit for their intended purpose;
  - (d) are performed with the professional skill, care and diligence expected of a person with the skills, experience, expertise and resources necessary to competently provide the Services; and
  - (e) are provided in accordance with any Specification.
- 8.2 The Contractor warrants, and agrees to ensure, that its Personnel engaged to perform the Services have the necessary skills, experience, expertise, licences, training, qualifications, approvals and resources available to it to competently and lawfully perform the Services.
- 8.3 The Contractor must regularly consult with the Principal about the progress of the Services and attend meetings where reasonably requested by the Principal.

### **9 QUANTITY AND VALUE OF SERVICES**

The Principal shall only be required to take or accept, and pay for, the quantity of the Services set out in the relevant Order, any Specification, or otherwise in the Contract, unless otherwise agreed by the Parties.

## **PART D – PROVISIONS APPLICABLE TO THE PROVISION OF GOODS AND/OR SERVICES**

### **10 SUPPLY OF GOODS AND/OR SERVICES**

- 10.1 The Contractor must:
- (a) at its expense, obtain any Approvals necessary for the provision of the Goods and/or Services;
  - (b) at its expense, comply with all reasonable directions of the Principal regarding the provision of the Goods and/or Services, including regarding the transition of the provision of the Goods and/or Services from an alternative supplier to the Contractor;
  - (c) where the Principal provides the Contractor with written notice that an alternative supplier will, in the future, be supplying the Principal with the Goods and/or Services provided under the Contract, at its expense provide reasonably requested assistance to the Principal in transitioning the supply of the Goods and/or Services to the new supplier, including making arrangements for the assignment of relevant contracts with third parties;
  - (d) comply with any Transition Plan; and
  - (e) co-operate with any third party service provider appointed by the Principal where necessary to ensure the integrated and efficient conduct of the Principal's operations and provide reasonable assistance to such other service providers as requested by the Principal from time to time, provided that the Contractor will be

entitled, by prior written agreement with the Principal, to charge for costs incurred as a direct result of providing such co-operation and assistance.

- 10.2 The Principal must provide the Contractor with any information reasonably necessary for the Contractor to provide the Goods and/or Services.
- 10.3 If a Transition Plan is not developed prior to the Contract coming into effect between the Parties, the Principal may:
- (a) make a written request to the Contractor to prepare a draft Transition Plan for the Principal's review within a reasonable period of time specified by the Principal and the Contractor must comply with that request; and
  - (b) accept or propose reasonable amendments to the draft Transition Plan prepared by the Contractor in accordance with clause 10.3(a) and provide a final version of the Transition Plan to the Contractor.

## **11 PLANT AND EQUIPMENT**

The Contractor must:

- (a) provide all Plant and Equipment and labour necessary for the performance of the Contractor's obligations; and
- (b) ensure that Plant and Equipment and other items which the Contractor uses or supplies in connection with the Contract comply with Legal Requirements and are fit for their usual and intended purpose.

## **12 ORDERS UNDER A LONG-TERM AWARD**

- 12.1 This clause applies where the Letter of Award is a Long-Term Award.
- 12.2 From time to time the Principal may give the Contractor an Order containing the following information:
- (a) a description and/or specification of the Goods and/or Services required, including the required quantity;
  - (b) the Completion Date; and
  - (c) where the Order relates to Goods, the Delivery Point.
- 12.3 Within 5 Business Days of receipt of an Order the Contractor must give notice to the Principal of:
- (a) any aspect of the Order which it does not accept and supporting reasons; and/or
  - (b) any recommended changes to the Order and supporting reasons,
- following which the Parties shall seek to agree on the terms of the Order and a revised Order shall be issued by the Principal to the Contractor.
- 12.4 If the Contractor does not give notice under clause 12.3, the Contractor must fulfil the Order.
- 12.5 To avoid doubt, the Principal is not obliged to issue Orders to, or otherwise purchase Goods and/or Services from, the Contractor.

## **13 TIME FOR PERFORMANCE AND EXTENSIONS OF TIME**

- 13.1 The Contractor must commence the provision of the Services on the Start Date.

- 13.2 Subject to this clause 13, the Contractor shall deliver the Goods to the Delivery Point and/or perform the Services, as the case may be, by the Completion Date.
- 13.3 The Contractor is entitled to an extension to the Completion Date if a delay to the provision of the Goods and/or Services is due to:
- (a) a breach by the Principal of the Contract;
  - (b) delay or disruption caused by the Principal, except where such delay or disruption is caused by the Principal acting in accordance with the Contract;
  - (c) a Force Majeure Event occurring before the Completion Date;
  - (d) suspension of the Contract under clause 36.3 where the suspension is the result of a breach by the Principal; or
  - (e) a variation being agreed to the nature of the Goods and/or Services provided.
- 13.4 To obtain an extension, the Contractor must make a written request to the Principal within 10 Business Days after the cause of delay has arisen or within any other period agreed in writing by the Parties, which request must include the facts on which the request is based (**Extension Request**).
- 13.5 The Principal, acting reasonably, must notify the Contractor within 10 Business Days of receiving the Extension Request, or such other time agreed in writing by the Parties, whether an extension of time to the Completion Date is granted and any relevant period of extension, which must be reasonable in the circumstances giving rise to the Extension Request.

## **14 RECEIPT AND ACCEPTANCE OF GOODS AND/OR SERVICES**

- 14.1 The Parties agree that:
- (a) delivery and receipt of the Goods and/or Services shall not of itself constitute Acceptance of the Goods and/or Services by the Principal; and
  - (b) Acceptance by the Principal is without prejudice to the Principal's rights in respect of the Defects Liability Period applicable to any Goods and/or Services.
- 14.2 If, following any review, inspection, examination or witnessing of the Goods and/or Services, the Principal is not satisfied that the Goods and/or Services are being, or have been, provided in compliance with the Contract, the Contractor must, after receiving a written request from the Principal, promptly take all steps necessary to ensure compliance.

## **15 REJECTION AND REMOVAL OF DEFECTIVE GOODS AND/OR DEFECTIVE SERVICES**

- 15.1 During the Defects Liability Period, the Principal may notify the Contractor in writing that any Goods and/or Services provided are Defective.
- 15.2 Where the Principal notifies the Contractor under clause 15.1, the Principal may direct the Contractor to replace, rectify or re-perform the Goods and/or Services, as the case may be, free of charge to the Principal and within a reasonable time specified by the Principal.
- 15.3 The Contractor must comply with a direction under clause 15.2 within the time period specified in the notice or otherwise agreed in writing by the Parties.
- 15.4 Where the Contractor does not, or advises the Principal that it cannot, comply with a direction in accordance with clause 15.3, the Principal may give the Contractor written notice of its intention to rectify, replace or have re-performed the Goods and/or Services by a third party, together with the estimated and itemised reasonable costs of the Principal in rectifying, replacing or having re-performed the Goods and/or Services.

- 15.5 Following receipt of a notice under clause 15.4 from the Principal, the Contractor has 5 Business Days to notify the Principal in writing as to whether the Contractor will replace, rectify or re-perform the Goods and/or Services and to reach agreement with the Principal regarding the timeframe for doing so, otherwise the Principal may rectify, replace or have re-performed the Goods and/or Services and recover its costs in doing so from the Contractor.
- 15.6 Where the Contractor has made good any Defective Goods and/or Services, those Goods and/or Services will be subject to the same Defects Liability Period as the original Goods and/or Services from the date the Contractor completes making good the Defective Goods and/or Services.
- 15.7 The Principal shall not be responsible for the care or custody of any Defective Goods after a period of 5 Business Days after the Contractor has been notified in writing by the Principal that they are Defective.
- 15.8 Without limiting clause 32, any cost or expense reasonably incurred by the Principal in connection with, or as a result of, the Defective Goods and/or Services shall be a debt due from the Contractor to the Principal.
- 15.9 To avoid doubt, nothing in this clause shall prejudice any other right of the Principal arising out of the failure by the Contractor to provide Goods and/or Services in accordance with the Contract.

## **16 FAILURE TO PROVIDE GOODS AND/OR SERVICES**

- 16.1 The Contractor must provide written notice to the Principal as soon as possible if the Contractor is unable to provide the Goods and/or Services and the period of time for which the Contractor will be so unable.
- 16.2 Where the Contractor provides written notice to the Principal under clause 16.1, the Principal may, acting reasonably, and without being liable in any way to the Contractor, obtain or acquire such goods and/or services as it requires from a third party until the Principal receives a further written notice from the Contractor that the Contractor is able to recommence the provision of Goods and/or Services.

## **17 INFORMATION**

The Contractor must keep the Principal fully informed about:

- (a) any matters that may adversely affect the Contractor's ability to provide the Goods and/or Services; and
- (b) delivery of the Goods and/or completion of the Services.

## **18 PRICE BASIS**

- 18.1 The Contract Price shall be firm and not subject to rise and fall.
- 18.2 To avoid doubt, the Principal's liability to the Contractor for the Contractor's costs in providing the Goods and/or Services is capped at the Contract Price, unless otherwise agreed in writing by the Parties.

## **19 FORMATION OF CONTRACT AND TERM**

- 19.1 Where this Document is executed by the Parties, the Contract shall be formed, and shall commence, on the date that the last Party executes this Document.
- 19.2 Where this Document is not executed by the Parties:

- (a) the Contract shall be formed, and shall commence, on the date of the Letter of Award; and
  - (b) the Parties agree that the terms and conditions in this Document are incorporated within the Contract and the failure of either Party to execute this Document does not affect the incorporation of those terms and conditions within the Contract or the Contract's existence.
- 19.3 The Contract shall terminate 10 Business Days after Acceptance or upon expiry of the time period specified in the Letter of Award, whichever is the later, subject to clauses 19.4 and 19.5.
- 19.4 The Parties may agree in writing to extend the term for an agreed period of time.
- 19.5 The Contract may terminate before the expiry of the period of time in clause 19.3:
  - (a) if the Parties agree in writing; or
  - (b) otherwise in accordance with this Document.
- 19.6 The termination of the Contract does not affect:
  - (a) any rights of the Parties accrued before the date of termination; and
  - (b) the rights and obligations of the Parties which survive termination.
- 19.7 Clauses 1 (definitions), 2 (interpretation), 3.2 (manufacturer's warranties), 6.2 (warranty regarding property in goods), 8.2 (warranties regarding personnel), 10.1(c) and 10.1(d) (transition out), 14 (Acceptance and Defects Liability Period), 15 (Defective Goods and/or Services), 19.6 and 19.7 (term), 20 (Contractor to have informed itself), 29 (Confidentiality), 30 (Data security), 31 (Intellectual Property Rights), 32 (Liability and indemnity), 35 (Settlement of disputes), 37.2 to 37.4 (inclusive) (termination), 40 (Notices), 41.1 (relationship of Parties) and 41.7 (Governing law) shall survive termination of the Contract.

## **20 CONTRACTOR TO HAVE INFORMED ITSELF**

By providing the Request Response, the Contractor acknowledges that it has:

- (a) examined carefully, and has acquired actual knowledge of the contents of, its Request Response, this Document and any other information made available in writing by the Principal to the Contractor for the purposes of the Request Response and the Contract; and
- (b) satisfied itself as to the correctness and sufficiency of the Request Response and that the Contract Price covers the cost of complying with all of its obligations under the Contract and of all matters and things necessary for the proper performance and completion of the Contract.

## **21 CONFLICT OF INTEREST**

- 21.1 The Contractor warrants that, to the best of its knowledge, as at the date of providing the Request Response:
  - (a) the Contractor has declared in its Request Response any Conflicts of Interest in the performance of its obligations under the Contract that it has, or is likely to have; and
  - (b) the information contained in the Contractor's Request Response as to the existence of any Conflicts of Interest is correct and comprehensive.



- 21.2 If a Conflict of Interest or risk of Conflict of Interest arises, including because of work undertaken by the Contractor for a person other than the Principal, the Contractor must immediately give notice of the Conflict of Interest, or the risk of it, to the Principal.

## **22 LEGAL REQUIREMENTS, INDUSTRIAL AWARDS AND STANDARDS AND PROCEDURES**

- 22.1 The Contractor shall comply with all Legal Requirements, Standards and Procedures affecting or applicable to the Goods and/or Services and/or the performance of the Contract and ensure that its Personnel also comply with the same, at the Contractor's cost.
- 22.2 The Contractor shall:
- (a) comply with all industrial awards or agreements affecting or applicable to the persons engaged by the Contractor for the purposes of providing the Goods and/or Services;
  - (b) ensure that the remuneration and terms of employment of all of its employed Personnel are consistent with the remuneration and terms of employment that reflect the industry standard as expressed in industrial awards and agreements and any code of practice that may apply to a particular industry;
  - (c) to the extent practicable, use reasonable endeavours to ensure that its Sub-contractors satisfy the requirements of clauses 22.2(a) and 22.2(b) in relation to the Sub-contractors' own employees; and
  - (d) ensure that it pays each of its Sub-contractors in accordance with the Contractor's agreement with that Sub-contractor, subject to the Contractor's acceptance of the goods and/or services provided by the Sub-contractor.

## **23 SAFETY OBLIGATIONS**

- 23.1 The Contractor must:
- (a) do all things reasonably necessary to ensure that the Goods and/or Services are provided in a manner that is safe and not likely to cause injury or illness to any person; and
  - (b) perform all relevant functions and fulfil all relevant duties under all relevant OSH Laws required of an employer or otherwise applicable to the role of the Contractor under the Contract including notification of incidents as may be required under OSH Laws.
- 23.2 Where any injury, property damage, accident or incident which is notifiable under any Legal Requirement occurs, the Contractor must:
- (a) as soon as practicable, but in any event within 24 hours, notify the Principal of that injury, property damage, accident or incident; and
  - (b) provide the Principal with any further information requested by the Principal.
- 23.3 The Contractor acknowledges that if, in performing its obligations under the Contract, its Personnel enter premises under the control of the Principal or the Principal's Personnel they must comply with the Principal's occupational health and safety policies and procedures and do so at the Contractor's own risk.
- 23.4 Without limiting clauses 36.3 to 36.5 (inclusive), any breach by the Contractor of OSH Laws or this clause which gives rise to circumstances which:
- (a) present actual or potential risk of life or serious injury; or



(b) are otherwise required to be notified under OSH Laws,  
entitles the Principal to suspend the whole or part of the performance of the Contractor's obligations.

## **24 SUSTAINABLE PROCUREMENT**

24.1 The Contractor acknowledges that the Principal supports ethical and environmentally, socially and economically sustainable procurement practices, including the matters contemplated by clause 24.2 (**Sustainability Objectives**) and acknowledges that its support of the Sustainability Objectives assists the Member in meeting its own Sustainability Objectives.

24.2 The Contractor agrees to use reasonable endeavours to conduct its business and supply the Goods and/or Services in a manner which seeks to support the Sustainability Objectives, which endeavours may include:

- (a) preparing and implementing policies to seek to support the Sustainability Objectives, including providing training to its Personnel regarding such policies;
- (b) implementing practices which seek to reduce the environmental impact of the Contractor's activities, including:
  - (i) using recycled materials and products;
  - (ii) reducing emissions;
  - (iii) adopting greener energy solutions;
  - (iv) adopting environmentally sustainable design; and
  - (v) reducing wastage;
- (c) providing employment or training opportunities to individuals with a disability or experiencing disadvantage, and using the services of agencies or other businesses which provide employment or training opportunities to such individuals (such as WA Disability Enterprises and/or Aboriginal Enterprises);
- (d) sponsoring and supporting local community groups and local community development initiatives;
- (e) promoting fair workplace practices;
- (f) promoting workplace health;
- (g) using services and purchasing products from Western Australian and Australian suppliers and small and medium-sized businesses; and
- (h) using services and purchasing products that are efficient to operate and have low operating and maintenance costs.

24.3 The Contractor agrees to provide the Principal with any reasonably requested information relating to the measures adopted by the Contractor in pursuit of the Sustainability Objectives.

24.4 The Contractor agrees to undertake reasonable due diligence and monitoring of its supply chain on an ongoing basis to ensure that materials and services required for the supply of the Goods and/or Services to the Principal are supplied from sustainable sources.

## **25 CONTRACTOR'S PERSONNEL**

25.1 The Contractor must, and must ensure its Personnel, when providing the Goods and/or Services:

- (a) comply with all reasonable directions given by the Principal or any person authorised by Law or the Standards and Procedures to give directions to the Contractor in relation to the Goods and/or Services;

- (b) do not cause any damage, loss or injury to any property or person; and
  - (c) act, in all circumstances and at all times, in a fit and proper manner.
- 25.2 If the Contractor proposes to replace, or have another of its Personnel perform any functions of, any Specified Personnel, it must obtain the prior written approval of the Principal.
- 25.3 The Contractor must provide the Principal with an Australia-wide police clearance in respect of any of its Personnel within 30 Business Days of such a request being made in writing by the Principal to the Contractor.
- 25.4 If any police clearance obtained under clause 25.3 evidences that any of the Contractor's Personnel has committed a criminal offence punishable by imprisonment or detention, the Principal may, without prejudice to its other rights under the Contract, request the Contractor to promptly remove that person from involvement in the provision of the Goods and/or Services, and the Contractor must comply with such a request as soon as possible.
- 25.5 If the Goods and/or Services to be provided by the Contractor involve Child-Related Work or involve the delivery of the Goods and/or Services at a Child-Related Site:
  - (a) the Contractor must provide to the Principal an Assessment Notice in respect of all Personnel involved in performing the Child-Related Work, or providing the Services or delivering Goods at the Child-Related Site, before they commence such work; and
  - (b) the Principal may require the Contractor to immediately remove any of the Contractor's Personnel who do not have a current Assessment Notice and the Contractor must comply with such a request as soon as possible.

## **26 REPRESENTATIVES**

Each Party may appoint a Representative, and give them authority, to act on its behalf for the purpose of the Contract within delegation limits advised in writing to the other Party.

## **27 INVOICING AND PAYMENT**

- 27.1 Subject to the Contractor satisfactorily providing the Goods and/or Services, the Principal must pay the Contractor the Contract Price in accordance with this clause 27 and the Contractor's preferred payment methodology (if any) as notified in writing by the Contractor to the Principal.
- 27.2 As soon as reasonably practicable following the end of each month, or at another time or frequency agreed in writing by the Parties, the Contractor must provide to the Principal an Invoice for the provision of the Goods and/or Services or any delivered or completed part of the Goods and/or Services.
- 27.3 Subject to any right of the Principal to retain, withhold, reduce or set-off any amount due to the Contractor, the Principal must pay all Invoices issued in accordance with this clause within 20 Business Days of issue to the Principal or such other period as agreed in writing by the Parties, except where the Principal disputes the Invoice, in which case, to the extent permitted by any Legal Requirement, the Principal may withhold payment of the disputed part of the relevant Invoice pending resolution of the Dispute.
- 27.4 The Contractor is not entitled to payment for any Disbursements not included in the Contract Price unless prior written notice of the Disbursement was provided to the Principal and the Principal approved the Disbursement in writing. To avoid doubt, the Principal must not unreasonably withhold its consent to any reasonable Disbursements.

- 27.5 A payment made pursuant to the Contract is taken to be payment on account and is not proof or admission of the value of the Goods and/or Services provided or that the Goods delivered and/or the Services performed, or any part thereof, were to the Principal's satisfaction.
- 27.6 The Parties agree that failure by the Principal to pay the amount payable at the due time will not be grounds for the Contractor to terminate, invalidate or avoid the Contract.

## **28 GOODS AND SERVICES TAX**

- 28.1 Words capitalised in this clause 28 and not otherwise defined have the meaning given in the GST Law.
- 28.2 Where an amount of Consideration is payable for a Taxable Supply made under the Contract (whether that amount is specified or can be calculated in accordance with the Contract), it does not include GST and must be increased by the GST Rate.
- 28.3 The Party making a Taxable Supply under the Contract must issue a Tax Invoice or Adjustment Note to the Recipient in accordance with the GST Law.
- 28.4 If any Party has a right to be reimbursed or indemnified for any cost or expense incurred under the Contract, that right does not include the right to be reimbursed or indemnified for that component of a cost or expense for which the indemnified Party can claim an Input Tax Credit.

## **29 ACCESS TO PRINCIPAL'S PREMISES AND PRINCIPAL'S DOCUMENTS**

- 29.1 The Principal agrees to provide the Contractor with access to the Principal's Premises and Principal's Documents as reasonably required to provide the Goods and/or Services.
- 29.2 The Contractor must only use the Principal's Documents for the sole purpose of providing the Goods and/or Services and must take reasonable security measures to protect the Principal's Documents from unauthorised disclosure or use.
- 29.3 The Contractor acknowledges and agrees that:
- (a) the Principal may need to obtain the consent of third parties to the disclosure of Principal's Documents to the Contractor;
  - (b) the Principal may, acting reasonably, suspend or deny the Contractor's access to the Principal's Premises or Principal's Documents at any time; and
  - (c) where the Principal has suspended or denied the Contractor's access to the Principal's Premises or the Principal's Documents, the Contractor shall only be able to gain or regain access upon written notice from the Principal.

## **30 CONFIDENTIALITY**

- 30.1 In this clause 30 the following terms have the following meanings:
- (a) **'Disclosing Party'** means the Party which has disclosed Confidential Information that is confidential to that Party; and
  - (b) **'Receiving Party'** means the Party to whom Confidential Information is disclosed by the Disclosing Party.
- 30.2 Subject to clause 30.3, the Parties must not:
- (a) disclose Confidential Information to any other person; or
  - (b) use Confidential Information except to the extent necessary to fulfil their obligations under the Contract.

- 30.3 Subject to clause 30.4, a Party may disclose Confidential Information to a third party:
- (a) with the prior consent of the Disclosing Party;
  - (b) to the extent required by any Law or applicable securities regulation or rule;
  - (c) in connection with any dispute or litigation concerning the Contract or its subject matter;
  - (d) to the extent required by any Authority having jurisdiction over the Receiving Party; or
  - (e) who is an employee, officer, financier, joint venture partner, related body corporate, contractor, financial adviser, legal adviser or insurer of the Receiving Party, where the disclosure is necessary for the purpose of the Receiving Party performing its obligations, or enforcing its rights, under the Contract.
- 30.4 Before making a disclosure to a person under clause 30.3, the Receiving Party must:
- (a) inform the entity or person to whom the Confidential Information is being disclosed of the Receiving Party's obligations under the Contract, except where clause 29.3(b) applies;
  - (b) notify the Disclosing Party and give the Disclosing Party a reasonable opportunity to take any steps that the Disclosing Party considers necessary to protect the confidentiality of that information; and
  - (c) where clause 30.3(e) applies, but with the exception of employees or officers of the Receiving Party, procure that the person or entity executes a deed in favour of the Disclosing Party in a form acceptable to the Disclosing Party, acting reasonably, imposing on the person or entity an undertaking of confidentiality having substantially similar effect as the Contract.

## **31 DATA SECURITY**

- 31.1 The Contractor must:
- (a) do all things that a reasonable and prudent person or entity would do to ensure that all Principal Data is protected at all times from unauthorised access or use by a third party and from misuse, damage or destruction by any person;
  - (b) provide protective measures for the Principal Data that are no less vigorous than accepted industry standards and commensurate with the consequences and probability of unauthorised access to, or use, misuse or loss of, the Principal Data; and
  - (c) either return to the Principal or destroy any Principal Data immediately following the termination of the Contract.
- 31.2 If requested by the Principal, acting reasonably, the Contractor must take out and maintain insurance, to the Principal's reasonable satisfaction, to protect against the risks of a Cyber Incident. Clause 33 shall apply to this insurance with any necessary modifications.

## **32 INTELLECTUAL PROPERTY RIGHTS**

- 32.1 The Contractor warrants that any supply by it of the Goods and/or Services and any designs, documents or methods of working provided by it to the Principal in doing so does not infringe any Intellectual Property Right.
- 32.2 The Contractor shall indemnify the Principal against any Loss resulting from any alleged or actual infringement of any Intellectual Property Right arising from or in connection with the supply of the Goods and/or Services or from any designs, documents or methods of working provided by it to the Principal.

- 32.3 Ownership of a Party's Background Intellectual Property Rights vests in and shall remain vested in that Party.
- 32.4 The Contractor grants to the Principal a royalty-free, perpetual, irrevocable, express, non-exclusive, world-wide licence to use, exercise and sub-license the Contractor's Background Intellectual Property Rights only for the intended purpose of the Contract.
- 32.5 The Principal grants the Contractor a revocable, royalty-free and non-transferable licence to use any Principal's Background Intellectual Property Rights to the extent necessary for the Contractor to supply the Goods and/or Services.
- 32.6 All Intellectual Property Rights (other than the Contractor's Background Intellectual Property Rights) in the designs, documents, materials, equipment or methods of working provided by the Contractor under the Contract will vest in the Principal. The Contractor must do everything necessary to perfect such vesting at the Contractor's cost or as otherwise agreed by the Parties.
- 32.7 The Contractor must ensure that:
- (a) copyright and any other ownership interests or rights in the designs, documents, materials, equipment or methods of working provided by the Contractor under the Contract do not vest in any Sub-contractor of the Contractor or any other third party; and
  - (b) no third party is in a position to successfully assert any moral rights or other proprietary interests in relation to the Goods and/or Services or the Contract contrary to the interests of the Principal.
- 32.8 A Party must not:
- (i) grant any third party access to the other Party's Intellectual Property Rights without that other Party's prior written consent, which may be given in that other Party's discretion; or
  - (j) do or allow to be done, or fail to do, any act that may infringe the other Party's Intellectual Property Rights.
- 32.9 All payments and royalties payable in respect of any Intellectual Property Rights required in respect of performance of the Contract shall be included in the Contract Price and shall be paid by the Contractor to the person, persons, or body to whom they may be due or payable.

### **33 LIABILITY AND INDEMNITY**

- 33.1 Subject to the other provisions of this clause 33, the Contractor shall indemnify and keep indemnified the Principal and the Principal's Personnel from and against all Loss suffered by the Principal or its Personnel arising directly or indirectly from:
- (a) any breach of the Contract by the Contractor;
  - (b) any Wilful Misconduct, or a negligent act or omission, by the Contractor or its Personnel;
  - (c) any loss or damage to the Principal's premises or property caused by the acts or omissions of the Contractor or its Personnel;
  - (d) any claim made by a third party against the Principal or its Personnel, to the extent that the claim arose out of any act or omission of the Contractor or its Personnel; and
  - (e) any act or omission of the Contractor or its Personnel that causes the Contractor to breach any Legal Requirement,

except to the extent that the Loss is caused by the Wilful Misconduct or a negligent act or omission of the Principal or its Personnel.

### **Consequential Loss**

33.2 Notwithstanding any other clause of the Contract, neither Party will be liable to the other Party for any Consequential Loss unless:

- (a) the Law requires otherwise;
- (b) the Parties agree in writing that a Party will be liable for that Consequential Loss; or
- (c) the Consequential Loss is specified in or otherwise covered by an Insurance.

### **Civil Liability Act**

33.3 Each Party agrees that Part 1F of the Civil Liability Act 2002 (WA), to the extent that the same may be lawfully excluded, is excluded from operation with respect to any Dispute, claim or action brought by one Party against the other Party arising out of or in connection with the Contract and any of the Contractor's Sub-contractors or such Sub-contractors' personnel.

## **34 INSURANCE AND RISK MANAGEMENT**

34.1 The Contractor must:

- (a) procure and maintain the Insurances with the minimum level of cover set out in this Document, or otherwise specified by the Principal in the Principal Request, from insurers having a financial performance rating of at least A- by Standard and Poor's (Australia) Pty Limited, or an equivalent rating from another internationally recognised rating agency, approved by the Principal, which either:
  - (i) carries on business in Australia and is authorised by the Australian Prudential Regulation Authority; or
  - (ii) if an overseas insurer, covers claims lodged and determined in the jurisdiction of Australia, with any limitations regarding this requirement to have been notified to, and approved, by the Principal;
- (b) ensure that its Sub-contractors have appropriate and reasonable insurance (including as to amounts of insurance and type of insurance) for the work or services they may conduct or provide under a sub-contract relating to the provision of the Goods and/or Services to the Principal;
- (c) upon the Principal's written request, provide to the Principal copies of current and updated certificates of insurance for all Insurances, including those of a Sub-contractor;
- (d) inform the Principal in writing immediately if it becomes aware of any actual, threatened or likely claims in connection with the Contract under any of the Insurances, except claims which the Principal may have against the Contractor;
- (e) disclose to the Principal in writing any limitations under an Insurance or other factors relevant to any Insurance which may adversely impact on the provision of the Goods and/or Services by the Contractor or a claim in connection with the Contract;
- (f) pay all premiums and deductibles applicable to any of the Insurances when due;
- (g) promptly reinstate any Insurance required if it lapses or cover is exhausted;
- (h) give the Principal at least 20 Business Days' prior written notice of any cancellation or non-renewal of, or a material alteration to, any of the Insurances; and

- (i) not do any act or omission that would be grounds for an insurer to refuse to pay a claim made under any of the Insurances.
- 34.2 To the extent possible, at the times of placement or renewal of any Insurances, each Insurance must:
- (a) state that it is governed by the laws of the Commonwealth of Australia and that courts of Australia shall have exclusive jurisdiction to deal with any dispute under the policy; and
  - (b) where the Principal is entitled to cover under the Insurance:
    - (i) provide that the Insurance is primary with respect to the interests of the Principal and any other insurance maintained by the Principal is excess to and not contributory with the Insurance;
    - (ii) provide that a notice of claim given to the insurer by an insured under the Insurance must be accepted by the insurer as a notice of claim given by the Principal;
    - (iii) except for compulsory workers' compensation insurance, compulsory third party motor liability insurance and professional indemnity insurance, include a cross-liability provision extending the policy to operate in the same manner as if there was a separate policy of insurance covering each party insured (without increasing the deductibles or reducing the overall limit of indemnity);
    - (iv) provide that, where the Principal is not a named insured, the insurer must waive rights of subrogation against the Principal; and
    - (v) provide that any breach of the conditions of that Insurance by an insured other than a Principal must not in any way prejudice or diminish any rights which the Principal has under that Insurance.
- 34.3 The Contractor must procure and maintain **public liability insurance and product liability insurance** which:
- (a) is for an amount not less than **\$10 million**, or such other amount as specified in the Principal Request, in respect of any one claim, is unlimited in the amount of occurrences and not less than the amount set out in the Principal Request (if any is so specified) in the aggregate during any one 12 month period of insurance;
  - (b) covers the liability of the Contractor, its Personnel and the Principal in respect of:
    - (i) loss of, damage to, or loss of use of, any real or personal property; and
    - (ii) the bodily injury of, disease or illness (including mental illness) to, or death of, any person (other than liability which is required by any Legal Requirement to be insured under a workers' compensation policy),
 arising out of or in connection with the Contractor's performance of the Contract; and
  - (c) covers the use of unregistered motor vehicles or unregistered mobile plant and equipment used in connection with the Contract and sudden and accidental pollution.
- 34.4 Where the Contractor shall be using its own vehicles, plant and equipment in providing the Goods and/or Services, the Contractor must procure and maintain reasonable **vehicle and equipment insurance** for such vehicles, plant and equipment (Contractor's Vehicles and Equipment) (in addition to any compulsory third party motor vehicle insurance), which must:
- (a) cover all loss and/or damage to the Contractor's Vehicles and Equipment;
  - (b) cover third party personal injury or death (to the extent not covered by any public and product liability insurance taken out by the Contractor and any compulsory third



- party motor vehicle insurance) and third party property damage liability involving the Contractor's Vehicles and Equipment;
- (c) be unlimited in the number of occurrences; and
  - (d) to the extent available from the insurance market from time to time, contain a principal's indemnity extension in favour of the Principal.
- 34.5 Unless otherwise agreed in writing by the Principal, the Contractor must procure and maintain **workers' compensation insurance** as follows:
- (a) the Contractor must insure against liability for death of or injury to persons employed by or deemed by a Legal Requirement to be employed by the Contractor including liability under statute and at common law with a level of cover not less than **\$50 million**, or such amount as is specified in a Principal Request, in respect of any one event; or
  - (b) where the Contractor is a sole trader and has no workers' compensation policy in place, the Contractor must insure against the loss of income and illness by the purchase of an income protection or salary continuance policy.
- 34.6 Where specified in a Principal Request or otherwise reasonably requested by the Principal, the Contractor must procure and maintain **professional indemnity insurance**, which must:
- (a) be for not less than **\$5 million**, or such other amount as is specified in the Principal Request, or otherwise reasonably requested by the Principal in respect of any one claim;
  - (b) be for an amount not less than the amount specified in the Principal Request in the aggregate for all claims arising in any one 12 month period of insurance (if an amount is so specified);
  - (c) include one full automatic reinstatement of the limit of liability;
  - (d) cover liability arising from any act or omission in connection with or arising out of the Contractor's professional activities and duties under the Contract; and
  - (e) cover claims under the *Competition and Consumer Act 2010* (Cth), the *Fair Trading Act 2010* (WA) and any similar legislation in any other state or territory, insofar as they relate to the provision of professional advice.
- 34.7 Notwithstanding any other provision of this clause 34, if agreed in writing by the Principal, the Contractor may self-insure in respect of any or all of the Insurances provided that:
- (a) it is lawful for the Contractor to do so;
  - (b) the Contractor identifies in writing to the Principal which of the risks required to be insured are being self-insured; and
  - (c) if required by the Principal from time to time, the Contractor will provide to the Principal a copy of the Contractor's latest annual report and accounts and/or demonstrate to the Principal's reasonable satisfaction that the Contractor maintains sufficient financial reserves to discharge any liability accruing in respect of such insurance risks.
- 34.8 The Parties acknowledge and agree that:
- (a) the effecting and maintaining of the Insurances by the Contractor does not, in any way, affect or limit the liabilities or obligations of the Contractor under the Contract;
  - (b) the Insurances are primary, and not secondary, to the indemnities referred to in this Document and the Principal is not obliged to make a claim or institute proceedings against any insurer under the Insurance before enforcing any of its rights or remedies under such indemnities;



- (c) whenever a claim is made under any of the Insurances, the Contractor is liable for any excess or deductible payable as a consequence;
- (d) the Contractor must not do or omit to do any act that would be grounds for an insurer to refuse to pay a claim made under any of the Insurances;
- (e) nothing in this clause 34 fixes the Principal with notice of the contents of any Insurance policy and must not be raised as a defence to any claim by the Principal against the Contractor; and
- (f) where relevant, the Contractor must provide reasonably requested assistance to the Principal in the preparation and negotiation of insurance claims.

34.9 The Contractor at the discretion of the Principal may be required to provide the Principal with a risk management plan relating to the Contract in accordance with AS/NZS 4360-2009 Risk Management.

## 35 FORCE MAJEURE EVENT

35.1 A Party must:

- (a) immediately give notice to the other Party of any Force Majeure Event that precludes that Party from partially or wholly complying with any of its obligations under the Contract (**Affected Obligations**); and
- (b) if it gives such a notice, either:
  - (i) to the extent practicable, specify in the notice the length of delay that will result from the Force Majeure Event; or
  - (ii) where it is impracticable to specify the length of delay at the time the notice is delivered, provide the other Party with periodic supplementary notices during the period over which the Force Majeure Event continues.

35.2 The Party's obligation to perform the Affected Obligations is suspended for the duration of the actual delay arising out of the Force Majeure Event.

35.3 The Party whose performance is affected by the Force Majeure Event must use its reasonable endeavours to remove or relieve the Force Majeure Event and to minimise the delay so caused.

35.4 If a Force Majeure Event continues to affect the provision of the Goods and/or Services for the duration of the Force Majeure Event Termination Period, the Principal may terminate the Contract by serving written notice on the Contractor.

## 36 SETTLEMENT OF DISPUTES

36.1 In the event of a Dispute, a Party may provide a written notice to the other Party identifying the nature of the Dispute and containing enough information to enable the other Party to reasonably understand the facts relevant to the Dispute (**Dispute Notice**).

36.2 Within 15 Business Days of receipt of the Dispute Notice, the Parties shall meet to seek to negotiate, in good faith, a resolution to the Dispute.

36.3 In the event that the Dispute remains unresolved after the time period referred to in clause 36.2, either Party may, at any time after giving notice to the other Party of its intention to do so, refer the Dispute for mediation in accordance with clause 36.4.

36.4 A mediation under this clause 36 shall:

- (a) be conducted by a single mediator to be appointed, in the absence of agreement by the Parties within 5 Business Days after the giving of a notice of intention under

clause 35.3, by the Chairperson (or his or her nominee) for the time being of the dispute resolution organisation known as the Resolution Institute;

- (b) be conducted according to the rules proposed by the appointed mediator; and
- (c) be conducted during a period of 10 Business Days (or such longer period as the Parties may agree in writing) from the acceptance by the mediator of his or her appointment.

36.5 The Parties shall each pay their own costs of the mediation and will each pay half of the mediator's fees and costs.

36.6 If the Parties are unable to resolve the Dispute within the mediation period stipulated in, or agreed under, clause 36.4(c), either Party may take whatever other action is available to it under the Contract or the Law, including initiating proceedings in a court of competent jurisdiction.

36.7 Nothing in this clause 36 precludes a Party from seeking interlocutory relief relative to the subject matter of a Dispute from a court of competent jurisdiction, including the right to seek injunctive relief.

## **37 DEFAULT, SUSPENSION AND TERMINATION FOR BREACH**

### ***Default***

37.1 If a Party breaches a provision of the Contract and that breach continues for a period of 5 Business Days, the other Party may provide a written notice to that Party:

- (a) identifying the nature of the alleged breach;
- (b) requiring the Party to comply with the relevant provision of the Contract; and
- (c) requiring the Party to remedy the breach in any manner and within a reasonable timeframe specified in the notice.

37.2 If a Party breaches or repudiates the Contract, nothing in the Contract prejudices the right of the other Party to recover damages or exercise any other right under the Contract or under any applicable Legal Requirement.

### ***Suspension***

37.3 If a Party breaches a provision of the Contract and fails to comply with a written notice issued under clause 37.1, the non-defaulting Party may suspend the performance of its obligations (or any of them) and the defaulting Party's obligations (or any of them) by written notice to the defaulting Party until such time that the breach is remedied to the non-defaulting Party's reasonable satisfaction or the non-defaulting Party otherwise directs that the performance of the Contract is no longer suspended at which point the Parties must promptly recommence the performance of their obligations.

37.4 The Contractor must bear any cost it incurs as a result of a suspension under clauses 23.4 or 37.3 and any costs incurred by the Principal as a result of the suspension and any amounts payable by the Contractor under this clause become a debt due to the Principal by the Contractor, where the Contractor is the defaulting Party.

37.5 To avoid doubt, if a Party suspends the Contract or any part of it in accordance with clause 37.3, the Completion Date shall not be extended by the period of that suspension, except as otherwise agreed in writing by the Parties.

### ***Termination for breach***

- 37.6 Subject to clause 37.7, without limiting the other circumstances in which the Contract may be terminated, if a Party breaches a provision of the Contract and fails to comply with a notice issued under clause 37.1, then the other Party:
- (a) may give a further notice to the defaulting Party of its intention to terminate the Contract if the breach is not remedied or rectified in accordance with any manner or timeframe specified in the notice; and
  - (b) by a further and final notice in writing to the defaulting Party immediately terminate the Contract if the breach is not remedied or rectified within the timeframe specified in the notice given under clause 37.6(a).
- 37.7 If a Party breaches a material provision of the Contract and that default is incapable of remedy or rectification, the non-defaulting Party may terminate the Contract by written notice to the defaulting Party.

## **38 TERMINATION**

- 38.1 Without limiting the other circumstances in which the Contract may be terminated, if a Party:
- (a) commits an Insolvency Event;
  - (b) assigns or sub-contracts the Contract or any part thereof without any prior written consent of the other Party required by the Contract;
  - (c) or any of its Personnel are found guilty of any criminal act relating to the Goods and/or Services; or
  - (d) includes in its Request Response any statement, representation, description of fact, matter, information or thing which is false, untrue, incorrect or inaccurate, whether known to the Party or not,
- then the other Party may by notice in writing to that Party immediately terminate the Contract.
- 38.2 If the Contract is terminated, the Principal may engage or contract with any person other than the Contractor to provide similar or equivalent goods and/or services to the Goods and/or Services.
- 38.3 Where the Principal terminates the Contract under clauses 37.6, 37.7 or this clause 38, the Principal shall ascertain the amount of all damages and expenses suffered or incurred by the Principal as a result of any of the matters referred to in those clauses and all such amounts may be deducted from amounts then owing to the Contractor or may be recovered by the Principal as a debt due by the Contractor to the Principal.
- 38.4 When the Contract is terminated, the Contractor must:
- (a) promptly return to the Principal or destroy any of the Principal's property or Principal's Documents as directed in writing by the Principal; and
  - (b) if requested by the Principal, co-operate with and assist the Principal to transition the provision of the Goods and/or Services to the Principal or to another contractor engaged by the Principal, including by complying with the terms of any agreed Transition Plan.

## **39 ASSIGNMENT AND SUBCONTRACTING**

- 39.1 The Contractor shall not:
- (a) assign all or any part of its rights and obligations under the Contract; or
  - (b) sub-contract the whole or any part of the Contract,

without:

- (c) the Principal's prior written approval, which must not be unreasonably withheld; and
- (d) in the case of an assignment under clause 39.1(a) where obligations are to be assigned, the proposed assignee executing a deed in favour of the Principal agreeing to comply with and be bound by the obligations of the Contractor under the Contract.

39.2 To avoid doubt, the Principal's approval to sub-contract does not discharge or release the Contractor from any liability or obligation under the Contract.

## **40 RESTRUCTURE OF THE PRINCIPAL**

If the Principal is restructured by Law, then the rights and obligations of the Principal under the Contract are assigned to and assumed by the appropriate legal entity as determined by the Principal or the successors of the Principal under the restructure. To avoid doubt, the Contractor may enter into a deed of assignment and assumption with the new legal entity to confirm the assignment and assumption.

## **41 NOTICES**

41.1 Any notice under the Contract shall be in English, in legible writing and signed whether by hand or by electronic signature, and shall be given or served by:

- (a) hand delivery or prepaid post to the address of the receiving Party specified in the Request Response, Letter of Award or in Schedule 1, as applicable, or at such other address as may from time to time be notified in writing to the notifying Party by the receiving Party but in any event to the last notified address; or
- (b) email to the email address of the receiving Party specified in the Request Response, Letter of Award or in Schedule 1, as applicable, or at such other email address as may from time to time be notified in writing to the notifying Party by the receiving Party but in any event to the last notified email address.

41.2 Any notice or other communication is regarded as being given by the notifying Party and received by the receiving Party:

- (a) if by delivery in person, when delivered to the address of the receiving Party;
- (b) if by post, 5 Business Days from and including the date of postage; and
- (c) if sent by email, in accordance with section 14 of the *Electronic Transactions Act 2011* (WA),

but if the delivery or receipt is on a day which is not a Business Day or is after 5.00pm (receiving Party's time), it is regarded as received at 9.00am on the following Business Day.

## **42 GENERAL**

42.1 Relationship of the Parties

- (a) The Contractor acknowledges and agrees that it is an independent contractor and not an agent of the Principal and that it has no authority to bind the Principal by contract or otherwise.
- (b) Nothing in the Contract creates a partnership, trust or agency between the Parties or imposes any fiduciary duties on either Party in relation to the other, unless expressly stated in this Document.

42.2 Severability

Should any part of the Contract be invalid or unenforceable, that part shall be:

- (a) read down, if possible, so as to be valid and enforceable; or
- (b) if it cannot be read down, severed from the Contract to the extent of the invalidity or unenforceability,

and the remainder of the Contract shall not be affected by such invalidity or unenforceability.

#### 42.3 Variation to Contract terms

The terms of the Contract shall not be varied except by the written agreement of the Parties.

#### 42.4 Waiver

- (a) A Party may only waive a right or power it has under the Contract by written notice to the other Party.
- (b) No forbearance, delay or indulgence by a Party in enforcing a provision of the Contract shall prejudice, restrict or limit the rights of, or the exercise of the powers of, that Party, nor shall any waiver of those rights operate as a waiver of any subsequent breach or of that right or power in the future.

#### 42.5 Entire agreement

The Contract embodies the entire agreement between the Parties and supersedes all prior conduct, arrangement, agreements, understandings, quotation requests, representations, warranties, promises, statements, or negotiations, express or implied, in respect of the subject matter of the Contract.

#### 42.6 Rights are cumulative

Subject to any express provision in the Contract to the contrary, the rights of a Party under the Contract are cumulative and are in addition to any other rights of that Party.

#### 42.7 Governing Law

The Contract and any Dispute shall be governed by the Laws of the State of Western Australia and the Parties agree that the courts of that State will have exclusive jurisdiction to deal with any Dispute.

## 43 EXECUTION

### Principal – where executing in accordance with a Council resolution

Signed by an authorised person(s) on behalf of the Shire of Irwin in accordance with a resolution of the Council passed on [insert date]:

sign here ►

\_\_\_\_\_  
Chief Executive Officer

print name

\_\_\_\_\_

### Contractor – where the Contractor is a company

**EXECUTED** by [insert name] ACN [insert )  
ACN] in accordance with section 127(1) of )  
the *Corporations Act 2001* (Cth): )

←

←

\_\_\_\_\_  
Director/Secretary/Sole Director-Secretary  
(signature)  
(Delete whichever is not applicable)

\_\_\_\_\_  
Director/Secretary (signature)  
(Delete whichever is not applicable)

\_\_\_\_\_  
Director/Secretary/Sole Director-Secretary  
(print full name)  
(Delete whichever is not applicable)

\_\_\_\_\_  
Director/Secretary (print full name)  
(Delete whichever is not applicable)

## SCHEDULE 1 – CONTRACT SPECIFICS

ITEM	DESCRIPTION	CONTRACT SPECIFIC
1.	<b>Contract Manager</b>	Name: Shane Ivers Title: Chief Executive Officer Postal address: PMB 21, Dongara WA 6525 Phone: 9927 0000 Email: <a href="mailto:ceo@irwin.wa.gov.au">ceo@irwin.wa.gov.au</a>
2.	<b>Contractor's Representative</b>	Name: Title: Postal address: Phone: Email:
3.	<b>End Date</b>	<i>3 years from contract award</i>
4.	<b>Additional Period (optional)</b>	<i>2 years</i>
5.	<b>Insurances</b>	<p>Insurances must be maintained for the duration of the Contract with the following minimum levels of cover:</p> <p><b>Public liability insurance:</b> where applicable the Contractor shall maintain Insurance to a value of \$10,000,000.</p> <p><b>Products liability insurance:</b> where applicable the Contractor shall maintain Insurance to a value of \$10,000,000.</p> <p><b>Workers' compensation insurance:</b> where applicable the Contractor shall maintain insurance in accordance with the <i>Workers' Compensation and Injury Management Act 1981 (WA)</i> and to a value of \$50,000,000.</p> <p><b>Vehicle and equipment insurance:</b> where applicable the Contractor shall maintain reasonable vehicle and equipment insurance.</p> <p><b>Professional indemnity insurance:</b> where applicable the Contractor shall maintain insurance to a value of \$5,000,000.</p>

## **SCHEDULE 2 - SPECIFICATION**



### SCHEDULE 3 – PRICING AND RATES

Price Schedule		
No	Service Description	Annual Price (ex GST)
1	Business Support Services Fee	
1.1	• Practice Management	\$
1.2	• Recruitment	\$
1.3	• Human resources management	\$
1.4	• Accounting and bookkeeping	\$
1.5	• Clinical leadership	\$
1.6	• Service coordination	\$
1.7	• Corporate services	\$
	<b>Total Annual Contract Value (ex GST)</b>	\$
	<b>Total Annual Contract Value (inc GST)</b>	\$

Contract Price – Whole of Life	
Contract Term	Annual Contract Price (inc GST)
Year 1	\$
Year 2	\$
Year 3	\$
<b>Optional</b>	
Year 4	\$
Year 5	\$
<b>Contract Total</b>	\$

[illegible]

**ATTACHMENT: ID01**

**Delegated and Authorised Actions for May 2021 - Development**

*Attachment 1*  
Table of Delegated Actions for May 2021

## Records of exercise of delegated powers or duties

Reference	Function	Category	Officer	Date of decision	Decision	Description	Person or classes of persons	Address
EMP200	Grant a Building Permit	CEO to Employees	Manager Development	5 May 2021	Granted	Building Permit	Nordic Builders Pty Ltd	Lot 952 (#2) Henry Road, Port Denison
EMP200	Grant a Building Permit	CEO to Employees	Manager Development	11 May 2021	Granted	Building Permit - Outbuilding	Norwest Building Group	Lot 223 (#11) Bayliss Road, Dongara
EMP200	Grant a Building Permit	CEO to Employees	Manager Development	7 May 2021	Granted	Building Permit - Patio, Carport and Outbuilding	Shoreline Outdoor World	Lot 215 (#14) Ocean Drive, Port Denison
EMP200	Grant a Building Permit	CEO to Employees	Manager Development	12 May 2021	Granted	Building Permit - Carport	D Ritchie	Lot 512 (#4) Rowland Street, Port Denison
EMP200	Grant a Building Permit	CEO to Employees	Manager Development	13 May 2021	Granted	Building Permit - Site Works and Retaining Wall	Dongara Bobcat and Contracting Services	Lot 541 (#106) Northshore Drive, Dongara
EMP200	Grant a Building Permit	CEO to Employees	Manager Development	17 May 2021	Granted	Building Permit - Dwelling	S Thomson	Lot 102 Padbury Road, Bookara
EMP200	Grant a Building Permit	CEO to Employees	Manager Development	10 May 2021	Granted	Building Permit - Dwelling	Nordic Builders Pty Ltd	Lot 33 (#23) Waldeck Street, Dongara

## Records of exercise of delegated powers or duties

Reference	Function	Category	Officer	Date of decision	Decision	Description	Person or classes of persons	Address
EMP200	Grant a Building Permit	CEO to Employees	Manager Development	19 May 2021	Granted	Building Permit - Dwelling	A Mayer	Lot 202 (#19) Pearse Road, Port Denison
EMP200	Grant a Building Permit	CEO to Employees	Manager Development	24 May 2021	Granted	Building Permit - Outbuilding	Aussie Sheds Group	Lot 509 (#18) Mitchell Heights, Dongara
EMP200	Grant a Building Permit	CEO to Employees	Manager Development	26 May 2021	Granted	Building Permit - Dwelling	B Walton	Unit 30 (#123) Point Leander Drive, Port Denison
EMP200	Grant a Building Permit	CEO to Employees	Manager Development	27 May 2021	Granted	Building Permit - Dwelling	Nordic Builders Pty Ltd	Lot 13 (#14) Morrissey Place, Port Denison
EMP202	Occupancy Permits or Building Approval Certificates	CEO to Employees	Manager Development	25 May 2021	Granted	Building Approval Certificate - Dwelling	C Barron	Lot 119 Loxton Drive, Bookara
EMP904	Local Planning Scheme No.5	CEO to Employees	Manager Development	5 May 2021	Granted	Development Approval - Outbuilding	B Willis	Lot 121 (#11) Gillam Drive, Dongara

## Records of exercise of delegated powers or duties

Reference	Function	Category	Officer	Date of decision	Decision	Description	Person or classes of persons	Address
EMP904	Local Planning Scheme No.5	CEO to Employees	Manager Development	7 May 2021	Granted	Development Approval - Outbuilding	Shoreline Outdoor World	Lot 215 (#14) Ocean Drive, Port Denison
EMP904	Local Planning Scheme No.5	CEO to Employees	Manager Development	10 May 2021	Granted	Development Approval - Ancillary Dwelling	J & D Sharp	Lot 11 (#31518) Brand Highway, Bookara
EMP904	Local Planning Scheme No.5	CEO to Employees	Manager Development	10 May 2021	Granted	Development Approval - Outbuilding	Norwest Building Group	Lot 223 (#11) Bayliss Road, Dongara
EMP904	Local Planning Scheme No.5	CEO to Employees	Manager Development	14 May 2021	Granted	Development Approval - Roofed Structure and Transportable Dwelling	M & J Kapor	Lot 23 Bonniefield Road East, Bonniefield
EMP904	Local Planning Scheme No.5	CEO to Employees	Manager Development	18 May 2021	Granted	Development Approval - Additions to "Old School Building"	Dongara Pottery Club Inc	Lot 500 (Reserve 33096) Moreton Terrace, Dongara
EMP904	Local Planning Scheme No.5	CEO to Employees	Manager Development	20 May 2021	Granted	Development Approval - Dwelling	New Sensation Homes Pty Ltd	Lot 229 (#6) Tyford Road, Dongara

## Records of exercise of delegated powers or duties

Reference	Function	Category	Officer	Date of decision	Decision	Description	Person or classes of persons	Address
EMP904	Local Planning Scheme No.5	CEO to Employees	Manager Development	24 May 2021	Granted	Development Approval - Dwelling	WA Country Builders	Lot 215 (#14) Cardwell Gardens, Dongara
EMP904	Local Planning Scheme No.5	CEO to Employees	Manager Development	31 May 2021	Granted	Development Approval - Outbuilding with parapet wall	B Hope	Lot 733 (#50) Premier Circle, Dongara

**ATTACHMENT: 9.2.1**  
Audit Committee

*Attachment 1*  
Minutes of the Audit Committee Meeting held Thursday 22 April, 2021





# Shire of Irwin Audit Committee Meeting

to be held in the Council Chambers

Thursday 22 April 2021

at 4.00pm

## Minutes

### 1. DECLARATION OF OPENING/ANNOUNCEMENT OF VISITORS

### 2. RECORD OF ATTENDANCE/APOLOGIES/LEAVE OF ABSENCE

#### Members

Cr M T Smith  
Cr M Leonard

Shire of Irwin  
Shire of Irwin

#### Staff

Mr S D Ivers  
Mrs D K Chandler  
Miss N A M'Leane  
Mr P Godfrey

Chief Executive Officer  
A/Manager Corporate & Community  
Development & Executive Officer  
Manager Finance

#### Apologies

Cr I F West  
Cr B Wyse

Shire of Irwin  
Shire of Irwin

#### Guests

I certify that this copy of the Minutes is a  
true and correct record of the meeting  
held on  
22 April 2021

Signed:   
Cr MT Smith – Chairperson

Date: 17/06/21

### 3. CONFIRMATION OF MINUTES

#### 3.1. Minutes of the Audit Committee Meeting held Tuesday 16 March 2021

A copy of the minutes of the Audit Committee Meeting held 16 March 2021 have been provided to all Committee Members under separate cover.

#### COMMITTEE MOTION

**MOVED:** Cr Leonard

**SECONDED:** Cr M Smith

**That the Minutes of the Audit Committee Meeting, held 16 March 2021, be confirmed as a true and accurate recording of that meeting.**

**VOTING DETAILS:**

**Carried 2/0**

### 4. NEW BUSINESS ITEMS

#### 4.1. Office of the Auditor General (OAG) Performance Audit 2019/20 Report

The Shire of Irwin's audit for the year ended 30 June 2020 was completed by Moore Australia on behalf of the Office of the Auditor General (OAG) and identified matters that are significant.

The purpose of the report (Attachment 4.1) is to comply with Section 7.12A(4) (5) of the Local Government Act 1995 which states that a local government must:

*(a) prepare a report addressing any matters identified as significant by the auditor in the audit report, and stating what action the local government has taken or intends to take with respect to each of those matters; and*

*(b) give a copy of that report to the Minister within 3 months after the audit report is received by the local government.*

*(5) Within 14 days after a local government gives a report to the Minister under subsection (4)(b), the CEO must publish a copy of the report on the local government's official website.*

The Shire is required to prepare a report for the Audit Committee and seek Council's endorsement before forwarding a copy to the Department.

#### **COMMITTEE MOTION**

**MOVED: Cr Leonard**

**SECONDED: Cr Smith**

**That the Shire of Irwin Audit Committee endorses the Office of the Auditor General (OAG) Performance Audit 2019/20 Report, provided as Attachment 4.1.**

**VOTING DETAILS:**

**Carried 2/0**

#### **5. GENERAL BUSINESS**

The Shire of Irwin has been advised of our auditors for the 2020/21 financial year – Pitcher Partners.

#### **6. URGENT BUSINESS APPROVED BY CHAIR OR BY COMMITTEE DECISION**

#### **7. SETTING OF FUTURE MEETING DATES**

To be advised.

#### **8. CLOSURE**

There being no further business, the meeting was declared closed at 4.17pm.