



**RICHMOND SHIRE COUNCIL  
LATE AGENDA  
FOR**

**ORDINARY MEETING  
TUESDAY 16 NOVEMBER 2021  
COMMENCING AT 8:00AM**

**Item 2. Reports for Consideration – Office of the Chief Executive Officer**

**Item 2.2 2022 Council Meeting Dates**

**EXECUTIVE SUMMARY**

Council are to discuss and make any necessary changes for the 2022 Council Meeting dates to be advertised.

**OFFICER'S RECOMMENDATION**

That Council: *Approve the 2022 Council Meeting dates presented.*

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**Budget & Resource Implications**

NIL

**Background**

The dates are chosen to be the third Tuesday of each month or as close as possible for a Council Meeting to be had once a month. The following dates can be changed if there is a conflict.

18 January  
15 February  
15 March  
19 April  
17 May  
24 May (Pre-Budget)  
21 June  
28 June (Budget)  
19 July  
16 August  
20 September  
18 October  
15 November  
20 December

**Consultation (Internal/External)**

NIL

**Attachments**

NIL

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Report prepared by **Tiana Grant (Records Officer)**

**Item 2.3 Revised Policies**

**EXECUTIVE SUMMARY**

The Code of Conduct Policy is due to be revised and has had minor changes made to it for Councils perusal and approval.

**OFFICER'S RECOMMENDATION**

**That Council: *Adopt the Code of Conduct Policy as presented.***

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**Budget & Resource Implications**

NIL

**Background**

The Code of Conduct Policy has not had any changes to it other than updating dates. The Corrective Code has been added to the back of the Policy for easy access for Staff.

**Consultation (Internal/External)**

Internal: Peta Mitchell – Director of Corporate Services

**Attachments**

Attachment A - Code of Conduct Policy

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Report prepared by **Tiana Grant (Records Officer)**



## COUNCIL POLICY

<b>POLICY TITLE:</b>	<b>CODE OF CONDUCT FOR EMPLOYEES</b>
<b>POLICY NUMBER:</b>	<b>052</b>
<b>INFOPERT REF:</b>	<b>76312</b>
<b>DATE OF ADOPTION:</b>	<b>21 October 2014</b>
<b>PERIOD OF REVIEW:</b>	<b>2 Year</b>
<b>DATE OF NEXT REVIEW:</b>	<b>December 2023</b>

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### **OBJECTIVES:**

The objects of this Code are to assist Staff to:

Comply with their statutory duty to act with integrity in the position held by the employee and in a way that shows a proper concern for the public interest; Provide a basic guide for identifying and resolving situations that could result in a:

- Conflicts of interest;
- Impropriety;
- Improper use of the employee's position; or
- Improper use of Council resources.
- Outline the disciplinary measures for a breach of the Code of Conduct;
- Enhance Council's reputation and instill public confidence in Council's Administration and the system of Local Government.

### **TO WHOM THIS CODE APPLIES:**

This Code of Conduct applies to all employees of the Richmond Shire Council, including contractors and volunteer employees.

### **RELEVANT LEGISLATION:**

*Local Government Act 2009*

*Public Sector Ethics Act 1994*

*Crime & Corruption Act 2001*

*Public Interest Disclosure Act 2010 (PIO Act)*

### ***The four ethical principles for public sector officials are:***

- Integrity and impartiality promoting public good
- Commitment to the system of government Accountability and transparency

## PREAMBLE

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Our community expects our staff to provide:

- Fair, accurate and unbiased advice;
- To act promptly and effectively; and
- To manage Council's assets efficiently, economically and with honesty.

It is important that all council staff maintain their professional integrity and are ethical in their dealings with each other, clients and members of the public. What does this mean?

Ethics are not only what is legal but what is right. It's about doing the right thing by everyone - the council, your boss, your fellow workers, the public, the ratepayers, yourself and your family.

This Code of Conduct is here to guide you in what is expect of you as a Council employee. Remember that when you work for Council - you are in the public spot light - especially working in a small town like Richmond. We are easily recognised by our machinery, uniform and because we are often working out in the community. It is therefore vitally important that when you are representing Council you do your work properly and to the best of your ability at all times.

To achieve the best result we all need to work together, both Councillors and Staff and to get the best out of the resources that we have available to us. Our resources are our people, our machinery, our materials, our knowledge and our time. The resources are there for the benefit of the community and not for us as individuals.

Council values honesty, loyalty and asks you as an employee to reduce waste and give a fair days work for a fair days pay. In return Council will listen to your concerns, suggestions and ideas to constantly strive for improved work practices.

Council asks you to work as one to achieve our vision to achieve a high quality of lifestyle for our residents and visitors.

## CODE OF ETHICS

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*The Public Sector Ethics Act sets out four ethical principles for all council employees to consider when at work. Remember you are a public official representing the Shire of Richmond and what you do, say and how you act while at work can affect Council's reputation. Each of the ethical principles and what they mean are described below:*

### **Promoting the public good**

Accept and value duty to be responsive to both the requirements of government and to the public interest

Accept and value the duty to be responsive to engage the community in developing and effecting official public sector priorities

Accept and value duty to manage public resources effectively, efficiently and economically

Value and seek to achieve excellence in service delivery

Value and seek to achieve enhanced integration of services to better service clients

### **Integrity and Impartiality**

Commit to the highest ethical standards

Provide advice that is objective, independent, apolitical and impartial  
Show respect to all persons (employees, clients and general public)

Acknowledge the primacy of the public interest and undertake that any conflict of interest issue will be resolved or appropriately managed in favour of the public interest

Commit to honest, fair and respectful engagement with the community

### **Accountability and Transparency**

Commit to exercising proper diligence, care and attention commit to using public resources in an effective and accountable way

Commit to manage information as openly as practicable within the legal framework.

Value and seek to achieve high standards of public administration Value and seek to innovate and continuously improve performance

Value and seek to operate within a framework of mutual obligation and shared responsibility between public service agencies, public sector entities and public officials.

### **Commitment to the System of Government**

Accept and value duty to uphold the system of government and the laws of the State, Commonwealth and local government

Commitment to effecting official public sector priorities, policies and decisions professionally and impartially

Accept and value duty to operate within the framework of Ministerial responsibility to government, the Parliament and community.

These are the values of Council and how we should act as Council employees:

- Don't break the law
- Obey lawful instructions
- Respect Council decisions
- Enforce all laws
- Respect for the dignity, rights and views of others
- Do not discriminate or harass others

- Be courteous to others
- Look out for the health and safety of each other.
- Be Honest
- Put the interests of the public first
- Avoid and disclose any conflicts of interest
- Protect confidential information
- Do not talk to the media (unless authorized)
- Do your work properly and to the best of your ability
- Strive for excellence
- Keep good records
- Do not turn up for work affected by alcohol or drugs
- Do not waste or misuse council resources
- Do not surf the internet or enter online chat rooms
- Use plant and equipment responsibly
- Give an honest day's work for an honest day's pay.

#### MODEL FOR ETHICAL DECISION MAKING

Ask yourself these six questions:

1. Is the action legal and consistent with Government Policy
2. Is it in line with my agency's goal and code of conduct
3. Is it the 'right' thing to do?
4. What will the outcome be for:
  - My agency
  - My colleagues
  - Others
  - Me
5. Can I justify my decision of action?
6. How would I feel if my actions ended up on the front page of the news?

#### CODE OF CONDUCT

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*The Code of Conduct specifies the expectations that Council has of its employees, expanding on the code of ethics and provides examples to guide staff in their decision making. The Code of Conduct refers to other Council policies and relevant legislation where applicable. The Code of Conduct also provides for breaches of the code and disciplinary action.*

#### Promoting the public good

Accept and value duty to be responsive to both the requirements of government and to the public interest

Accept and value the duty to be responsive to engage the community in developing and effecting official public sector priorities

Accept and value duty to manage public resources effectively, efficiently and economically

Value and seek to achieve excellence in service delivery

Value and seek to achieve enhanced integration of services to better service clients

### **Commitment to the System of Government**

Accept and value duty to uphold the system of government and the laws of the State, Commonwealth and local government

Commitment to effecting official public sector priorities, policies and decisions professionally and impartially

Accept and value duty to operate within the framework of Ministerial responsibility to government, the Parliament and community.

All staff should:

Make themselves aware (as far as possible) of the basic provisions of the *Local Government Act 2009* and Council Local Laws, Policies, delegations and protocols.

Observe the correct lines of communication and responsibility.

Be apolitical and impartial when preparing reports and giving advice to Council and in making decisions and be prepared to accept the responsibility that goes with making those decisions.

Avoid public criticism of Elected Members and other Staff.

Not undertake to do anything or make promises to ratepayers, electors, staff and anyone else which cannot be kept.

Carry out all lawful directions given by any authorised person.

Give effect to the lawful decisions, policies, delegations and practices of the Council, whether or not the member of staff agrees with or approves of them.

### **Integrity and Impartiality**

Commit to the highest ethical standards

Provide advice that is objective, independent, apolitical and impartial. Show respect to all persons (employees, clients and general public)

Acknowledge the primacy of the public interest and undertake that any conflict of interest issue will be resolved or appropriately managed in favour of the public interest

Commit to honest, fair and respectful engagement with the community

All staff should:

- Be impartial in reaching decisions and be prepared to accept the responsibility that goes with decision making.
- Consider and treat with respect the views and opinions of the public, Elected Members and other Staff.
- Observe the workplace health and safety requirements of the Council.
- Avoid discriminatory practices and treat all fairly including applying Council's equal employment opportunity policy.

- Not partake in the harassment of co-workers or members of the public. Recognise that honesty is the best policy.
- Avoid gossip and council bashing
- Observe the correct lines of communication and responsibility in the public interest at all times
- Comply with *Chapter 2 Part 1 Section 13 (2) of the Local Government Act 2009*

All employees have the following responsibilities:-

- implementing the policies and priorities of the local government in a way that promotes-
  - the effective, efficient and economical management of public resources;
  - excellence in service delivery; and
  - continual improvement ;
  - carrying out their duties in a way that ensures the local government-
  - discharges its responsibilities under this Act; and
  - complies with all laws that apply to local governments ; and
  - achieves its corporate and community plans;
- Providing sound and impartial advice to the local government ;
- Carrying out their duties impartially and with integrity;
- Ensuring the employee's personal conduct does not reflect adversely on the reputation of the local government ;
- Improving all aspects of the employee's work performance ;
- Observing all laws relating to their employment ;
- Observing the ethics principles under the *Public Sector Ethics Act 1994*, section 4; complying with a code of conduct under the *Public Sector Ethics Act 1994*.

### **Conflicts of Interest**

*A Conflict of interest may be defined as a situation in which an employee has a private or personal interest that may influence their official duties.*

For example, you are a relative to the ratepayer, they are a close friend of yours or you may strongly dislike the person.

In these types of situation you should stop, confer with your supervisor and it may be that you cannot make any decision or have any part in situation.

### **Official Compliance with Conflict of Interest**

A register of interest must be completed by

- Councillors;
- Chief executive officers;
- Senior contract employees;
- A person who is related to a Councillor, chief Executive Officer or senior contract employee

All staff must declare a conflict of interest to their supervisor and if considered appropriate to the Chief Executive Officer. If the conflict of interest would mean money in your pocket or that of a close relative you might have a material personal interest.

Material personal interests (financial or non-financial) that could conflict with employees duties must be disclosed to the Chief Executive Officer in writing.

If you are in a Council meeting and you think you have a conflict of interest you should notify the Mayor (Chair of the Meeting) prior to debate on the issue.

Example 1, your brother who lives in the same house as you, submits a quote to Council for the supply of materials. In this case you have a material personal interest because you share the same household.

You must notify the Chief Executive Officer in writing and must not make a decision about the quotes.

Example 2, your brother lives in the next town and submits a quote to Council for the supply of materials. In this case you have a conflict of interest and should notify your supervisor and/or Chief Executive Officer. You must not make a decision about the quotes.

Example 3, a distant cousin with from Brisbane submits a quote to Council for the supply of services. In this case you still have a conflict of interest and should still notify your supervisor. However after considering the information the Chief Executive Officer may allow you to continue to make a decision about the quotes.

Example 4, a person you went to school with and haven't seen for many years, and who you strongly dislike has submitted a quote for the supply of services. In this case you still have a conflict of interest and should notify your supervisor. However after considering all the information the Chief Executive Officer may allow you to continue to make a decision about the quotes.

### **Bribes, Gifts and Benefits**

All Staff should:

- not seek or accept a bribe, or other improper inducement;
- not use their official position to gain advantage or to improperly influence fellow Staff in the performance of either their public or professional duties for the purpose of private gain or personal benefit;
- not accept gifts or services , other than minor incidental items in the course of their duties;
- Gifts that are not a minor, incidental item are to be surrendered to the Chief Executive Officer. These gifts shall then be placed in a pool, which will be distributed at an annual staff event, such as the Christmas Party;
- Not by virtue of their official positions accept or acquire a personal profit or advantage of a personal material value (except of a token nature) other than permitted by this code or any statute now, or in the future.

### **Use of Information**

All staff should:

- not advance a private interest by the use of confidential information gained in the course of public or professional duty;
- conduct their duties in a manner that allows Staff and the public to remain informed about Local Government activity and practices;
- treat in a confidential manner all material of a sensitive or confidential nature (written or verbal) which they may become privy to in the conduct of their duties; and
- Treat in a confidential manner all information, reports and discussions held in closed meetings.

## **Accountability and Transparency**

Commit to exercising proper diligence, care and attention

Commit to using public resources in an effective and accountable way

Commit to manage information as openly as practicable within the legal framework.

Value and seek to achieve high standards of public administration

Value and seek to innovate and continuously improve performance

Value and seek to operate within a framework of mutual obligation and shared responsibility between public service agencies, public sector entities and public officials.

All staff should:

- Work to the best of their ability and seek further advice or training if they feel they are not competent to perform their duties;
- Handle with care all incoming and outgoing mail that Council receives and register according to Council's Document Management Policy;
- Not turn up for work under the influence of illegal substance or alcohol and may be summarily dismissed if proven;
- Always strive to improve Council's practices and procedures by providing ideas and suggestions to management and/or council;
- avoid waste , or extravagance in the use of public resources;
- not use public resources for private purposes (except when supplied as part of a contract of employment) unless such use is lawfully authorised and/or proper payment is made where appropriate;
- not use or convert to their own use any property of the Council;
- Be honest in the use of all Council resources in accordance with any Council Policy, Award or other recognised work practice.
- Comply with Council policies such as internet and communications policy

### **Legitimate Expectations of a Councillor or Member of Staff**

Staff who faithfully and honestly observes the requirements of this Code of Conduct is entitled to expect the support of Council against unfair or mischievous allegations of dishonesty or partial performance of their public or professional duties.

### **Reporting of Corrupt Conduct**

A Member of Council or Staff who knows or has good reason to suspect any fraud, corrupt, criminal or unethical conduct must report it immediately to the Chief Executive Officer. The Chief Executive Officer has a statutory duty to report suspected official misconduct to the Crime & Misconduct Commission.

### **Breaches of this Code**

Sanctions may be invoked by Council if this Code or any relevant law is breached. Breaches of the Code by Staff will be required to be dealt with in accordance with relevant Local Government or civil legislation.

Sanctions may result in disciplinary action including forfeit of Council's performance bonus.

### **Improper Conduct**

Richmond Shire Council employees are deemed to be guilty of improper conduct if they breach or fail to comply with the ethics obligations described in this Code of Conduct and, if found guilty of improper conduct, may be subject to disciplinary action.

### **Disciplinary Action**

The sanction to be applied for improper conduct will depend on the severity of the breach or non-compliance. The most serious breaches or instances of non-compliance, defined as "gross misconduct", may result in summary dismissal. Less serious breaches or instances of non-compliance, defined as "unacceptable conduct", are subject to a range of sanctions including demotion, deduction from salary or wages and written reprimand although continued or multiple instances of "unacceptable conduct" may be construed as "gross misconduct". Where an employee is on probation a single instance of "unacceptable conduct" may be construed as "gross misconduct".

NB. Disciplinary action implemented by Richmond Shire Council is independent of any criminal charge or civil liability that may arise from an instance of improper conduct by an employee.

### **Gross Misconduct**

The instances of improper conduct described below are considered by Richmond Shire Council to constitute "gross misconduct" and may result in summary dismissal:

- theft of Shire property;
- theft committed whilst on duty or dressed in clothing bearing the Richmond Shire Council emblem;
- serious misappropriation of Council labour, plant or equipment;
- serious incidents involving the improper use of information gained as an employee; serious incidents involving the release of confidential Council information; accepting bribes;
- willful damage to private property or Council property, plant equipment or records; assault committed whilst on duty or at a Council function;
- assault of fellow employees, supervisors, senior management or Councillors regardless of the time or place;
- abusive language aimed at the general public, supervisors, senior management or Councillors whilst on duty;
- under the influence of alcohol or drugs whilst on duty where the health and safety of other employees or the general public is endangered;
- Willfully endangering the health and safety of other employees or the general public; committing any criminal offence whilst on duty.
- Failing to notify Council of loss of license and operating Council vehicles or machinery whilst under suspension. (Amended 7 September 2010)

### **Unacceptable Conduct**

The instances of improper conduct described below are considered by Richmond Shire Council to constitute "unacceptable conduct" and may result in disciplinary action:-

- Sexual harassment;
- Discrimination or unfair or unfavorable conduct against other employees or the general public within the meaning of anti-discrimination legislation (i.e. on the basis of gender, race, religion, age, disability, etc.)
- Unannounced absence from work or absent without approved leave;
- Drinking alcoholic beverages whilst on duty except when attending official functions where alcohol is served;
- drunk whilst on duty or when reporting for duty;
- taking or being under the influence of prohibited drugs or substances whilst on duty; disregarding legal directions issued by supervisors or senior staff;
- endangering the health and safety of other employees or the general public through unsafe work practices;
- damage to private property or Council property, plant, equipment or records due to careless work practices;

- unauthorised use of Council property , plant or equipment;
- entry into certain areas including the store without Authorisation by the officer-in-charge or Chief Executive Officer;
- improper use of information gained as an employee;release of confidential Council information ;
- Any activity that will bring Council or the office of an employee into disrepute; breaches or non-compliance with this Code of Conduct not specifically mentioned above.

#### **APPROVAL**

- Reviewed by Council at the 16 November 2021 Council Meeting.



## **CORRECTIVE CODE**

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1. This disciplinary code is applicable to all employees.
2. The code does not make provision for action in the case of strikes. Striking employees must be treated in accordance with the with the prescribed procedure applicable to strikes
3. Disciplinary action must always be based on the seriousness and nature of the offence concerned as well as the circumstances under which it was committed and the principles of fairness and consistency should be applied in all cases.
4. The aim of disciplinary action should be to correct behavior. As such, disciplinary sanctions should be imposed progressively, as set out below in the disciplinary code.
5. Notwithstanding anything else contained in this code, misconduct can even on a first transgression give rise to dismissal, suspension or demotion. Similarly, mitigating factors could give rise to a lesser sanction than the one suggested in this code.
6. A corrective code cannot make provision for every conceivable offence. Discipline must therefore be applied with discretion and in accordance with the guidelines and spirit of this code.
7. It is to be noted that:
  - 7.1 The corrective code that follows is not exhaustive, that is, it does not contain a full and exhaustive list of the offences with which an employee can be charged. It merely sets out, by way of example, a list of some of the offences with which an employee may be charged. If an offence is not dealt with in the code, it is deemed advisable to approach the Human Resources Department before any corrective steps are taken
  - 7.2 The corrective code contains a penalty/sanction guideline chart which means that, should the Council elect to charge an employee with an offence listed in such chart, the sanctions set out in respect thereof are merely guidelines as to the penalty/sanction to be imposed and do not constitute inflexible rules which have to be followed slavishly.
  - 7.3 The corrective code does not derogate from the Council's right to dismiss on any grounds that the law regards as sufficient;
  - 7.4 The Council reserves the right to add to, delete from, or amend, any of the recommended actions or transgressions/offences listed in the corrective code at any time.
8. Remission of sanctions are as follows:
  - Class 1 no further offence within 2 years of the last offence
  - Class 2 no further offence within 3 years of the last offence
  - Class 3 results in dismissal.
9. Offences will be compounded with the more serious sanction applying ie. Where you receive a warning in Class 1 and get a final warning in Class 2, than the final warning in Class 2 means any further offence in any of the classes will lead to dismissal.
10. Disciplinary hearings should be conducted at the lowest level possible, resulting in advice to the Chief Executive Officer for action to be taken.

NO	OFFENCES	DESCRIPTION	GUIDELINES	SANCTION	CLASS
<b>1.</b>	<b>Attendance, timekeeping</b>				
1.1	Absence without permission	Absent from work for at least one to four working days	First Offence Second Offence Third Offence	First Written Warning Second Written Warning Final Warning Dismissal	1
1.2	Poor time keeping lateness for work	Reporting for work late or leaving early	First Offence Second Offence Third Offence	First Written Warning Second Written Warning Final Warning Dismissal	1
1.3	Leaving the premises or place of duty while on duty without permission	Disappearance from workplace without permission	First Offence Second Offence Third Offence	First Written Warning Second Written Warning Final Warning Dismissal	1
<b>2.</b>	<b>Work Performance</b>				
2.1	Negligence, neglect, indifference, unreliability, poor cooperation, sleeping and lack of interest	Failure to carry out duties diligently at all times due to the aforesaid, late submission of time sheets or other forms	First Offence Second Offence Third Offence	First Written Warning Second Written Warning Final Warning Dismissal	1
<b>3.</b>	<b>Dishonesty</b>				
3.1	Dishonesty or attempted dishonesty	Any dishonesty or attempted dishonesty including conspiracy, theft, unauthorised possession of property, misuse of sick leave for other purposes than recuperation or medical treatment, bribery, fraud, corruption, forgery or giving false or misleading statements to anybody	First Offence	Dismissal	3
3.2	Competing / conflict with the interests of the Council	E.g. Doing private works without permission	First Offence	Dismissal	3
<b>4.</b>	<b>Offences to the person or dignity of others</b>				
4.1	Rudeness, insolence, impoliteness, the use of foul language, making disparaging remarks and making improper or indecent gestures at a supervisor, a colleague or other person	Abusive behaviour that may upset relationship or injure the dignity of others	First Offence Second Offence	Final Warning Dismissal	2

4.2	Harassment, including sexual religious or racial harassment	Unwanted deliberate and subtle physical and psychological harassment of others by innuendos or physical acts or otherwise belittling his/her person	First Offence Second Offence	Final Warning Dismissal	2
4.3	Assault, attempted or a threat to assault a person or fighting	Physical attack on a person	First Offence	Dismissal	3
4.4	Skylarking or horseplay	Conduct that has a detrimental effect on the maintenance of order, health and safety and discipline	First Offence Second Offence	Final Warning Dismissal	2
4.5	Act which is a crime in terms of Queensland Law	Performance of an act which is a crime in terms of Queensland Law and where such act relates to the employer/employee relationship or poses a threat to the interests of the Council	First Offence	Dismissal	3
<b>5.</b>	<b>Alcohol or drug related offences</b>				
5.1	Under the influence of alcohol while on duty	Under the influence of alcohol while on duty	First Offence Second Offence Third Offence	First Written Warning Second Written Warning Final Warning Dismissal	1
5.2	Under the influence of drugs while on duty	Under the influence of drugs while on duty	First Offence	Dismissal	3
<b>6.</b>	<b>Unacceptable Behaviour</b>				
6.1	Improper behaviour damaging the interests of the Council	Improper behaviour with the effect of potentially damaging the interests of the Council be it verbal or written, including social media	First Offence Second Offence	Final Warning Dismissal	2
<b>7.</b>	<b>Health, Safety and Environment</b>				
7.1	Contravention of any provision of regulation contained in any applicable legislation, internal policies, procedures and practices	Contravention of any provision of regulation contained in any applicable legislation, internal policies, procedures and practices	First Offence Second Offence Third Offence	First Written Warning Second Written Warning Final Warning Dismissal	1
7.2	Traffic related misconduct	Reckless or careless driving or ignoring traffic rules, traffic signs and exceeding the speed limits excessively in a Council vehicle	First Offence Second Offence	Final Warning Dismissal	2
<b>8.</b>	<b>Offences relating to property and assets</b>				
8.1	Revealing confidential information	Without obtaining the prior approval of the Council, reveals confidential information	First Offence	Dismissal	3

		he/she has gathered or obtained as a result of his/her duties for reasons other than the execution of his/her official duties			
8.2	Unauthorised use/misuse of property or assets	Uses the property, facilities, vehicles, electronic equipment and applications, or other assets without authorisation	First Offence Second Offence	Final Warning Dismissal	2
8.3	Damaging of property	Negligent damage of property	First Offence Second Offence	Final Warning Dismissal	2
8.4	Damaging of assets	Willful damage to assets	First Offence	Dismissal	3
<b>9.</b>	<b>Resisting Authority</b>				
9.1	Insolence / undermining authority	Repudiation by an employee of his/her duty to show respect or to recognise the authority of superiors	First Offence Second Offence	Final Warning Dismissal	2
9.2	Insubordination / refusal to obey instructions	Refusal to execute reasonable and fair orders or ignoring such orders, or inciting or intimidating other employees to act accordingly	First Offence Second Offence	Final Warning Dismissal	2
9.3	Intimidation	Directly or indirectly influencing others to engage in disorderly conduct	First Offence Second Offence	Final Warning Dismissal	2

**A. DEFINITIONS:**

To assist in interpretation, the following definitions shall apply:

Word / Term	Definition
Council	Means Richmond Shire Council

**B. RELATED POLICIES, LEGISLATION AND DOCUMENTS:**

Supporting documentation
Code of Conduct Policy
Vehicle Policy
Use of Councils Plant and Vehicles

**C. VERSION CONTROL:**

Version 1	
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**Item 2.4 Revised Policies**

**EXECUTIVE SUMMARY**

Council currently do not have a Gates and Grids Policy in place and at the October Council Meeting it was requested one be created.

**OFFICER'S RECOMMENDATION**

**That Council: *Adopt the Gates and Grids Policy as presented.***

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**Budget & Resource Implications**

NIL

**Background**

A Gates and Grids Policy has been created recently as requested by Council at the October Council Meeting. This Policy is different to the Grid Replacement Policy. The attached is the final Policy to adopt.

**Consultation (Internal/External)**

Internal: Councillors

**Attachments**

Attachment B - Gates and Grids Policy

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Report prepared by **Tiana Grant (Records Officer)**

**Item 2.5 Saleyards Weighbridge Quote**

**EXECUTIVE SUMMARY**

The Weigh Bridge was added to the budget for 2021-2022 and a quote has been received.

**OFFICER'S RECOMMENDATION**

**That Council: *Approve the quote received from Sensortronic Weighing & Inspection.***

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**Budget & Resource Implications**

\$228,035.50.

\$120,000.00 has already been budgeted for this financial year.

\$108,035.50 needed.

**Background**

Council had originally added a new Weigh Bridge to the 2021-2022 budget. Attached is an **estimated only** quote that has been received. A formal quote is to follow in the coming weeks. This company is the one that installed the current bridge and regularly service it.

**Consultation (Internal/External)**

Internal: Amy Lawry – Works Administration Officer

External: Sensortronic Weighing & Inspection

**Attachments**

Attachment C - Quote

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Report prepared by **Peter Bennett (CEO)**

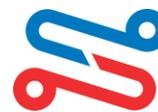
**Gold Coast**  
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F: 07 4779 1920



**SENSORTRONIC**  
Weighing & Inspection  
AUSTRALASIA

ABN No: 24 112 483 315

National Free Call 1800 SCALES

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## CUSTOMER QUOTATION NO. 7269

Richmond Shire Council  
PO Box 18  
Richmond QLD 4822

**Quote No:** 7269  
**Site:** 50 Golding St Richmond  
**Site Contact:** Amy Lawry  
**Salesperson:** Nicholas Squires  
**Created Date:** 15/11/2021  
**Valid For:** 30 Day(s)

### Description

Quote to supply and install new 12 meter above ground legal for trade steel deck weighbridge at the Richmond Saleyards with a 25t capacity and 0.02t accuracy tolerance.

### Works and services include

#### 1. PREPARATION OF PROJECT SURFACE AREA

Removal and disposal of existing steel gates and fencing, filling in of current pit with mix of aggregates and concrete, leveling of surface area, compaction and soil testing and engineers recommendation report for design of concrete pad design.

Note: Existing weighbridge components (Loadcells, junction box and weight display) will be removed and can either be disposed of or left on site along with the existing concrete deck.

#### 2. SOIL TESTING AND ENGINEER RECOMMENDATION FOR CONCTETE PAD DESIGN

Insite assessment and testing by geo engineer and report to be provided on soil suitability and concrete pad design recommendation.

#### 3. CIVIL WORKS

Supply and pouring of 40mpa concrete base with extensions to allow for a 10 meter deck and concrete approach ramps at each of the deck with non-slip grooves cut into the concrete.

#### 4. WEIGHBRIDGE SUPPLY

Supply and new 10 x 3 meter above ground legal for trade steel deck weighbridge with concrete infill. Weight capacity up to 25t capacity and 0.02t accuracy tolerance. Includes delivery of components to site.

Weighing equipment includes 4s Flintec RC3 digital loadcells, digital loadcell junction box and Systec IT3000 weight display with PC communications.

#### 5. INSTALLATION OF WEIGHBRIDGE AND WEIGHING COMPONENTS

Allows for travel to and from site, overnight allowances and time on site to complete installation, commissioning, calibration and certification.

#### 6. SUPPLY AND INSTALLATION OF COMPLETE CAGE SYSTEM AND KNIFE GATES FOR WEIGHBRIGDE

Includes fabrication of new fence / gate to suit existing facility sizes, fabrication and supply of complete cage for weighbridge deck along with new hydraulic access gates at each end. Delivery to site and onsite installation included.

#### 7. LIGHTENING & POWER SURGE PROTECTION

Supply and install of surge arrestor & UPS system to protect against power surges and lightening strikes.

### Notes

Current costings allow for the supply and installation of a standard steel re-enforced concrete pad for the weighbridge. Should the soil classification and compaction test be unsatisfactory, an additional cost will be applied any additional requirements in order to bring the project surface are up to a satisfactory level and any variation requirements for the concrete pad design and footings.

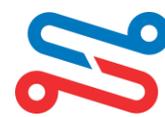
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**Brisbane**  
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**Sunshine Coast**  
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## CUSTOMER QUOTATION NO. 7269

### Payment terms are as follows

25% upon ordering

50% prior to installation

25% upon completion, sign off and commissioning of weighbridge

### Townsville Sales

Part #	Item	Quantity	Unit Price	Total
	<p>1. PREPARATION OF PROJECT SURFACE AREA</p> <p>Removal &amp; demolish of existing weighbridge deck, reshape are and re-compact pit with layers of road to be supplied by 3rd party.</p> <p>Supply of machinery to carry out work.</p> <p>Removal of existing fencing and gates to accommodate the extended concrete pad and weighbridge.</p> <p>Meals and accommodation.</p> <p>Works to be carried out as same time as civils and allows for the surface preparation of a standard concrete pad.</p>	1.00	\$18,880.00	\$18,880.00
	<p>2. SOIL TESTING AND ENGINEER RECOMMENDATION FOR CONCTETE PAD DESIGN</p>	1.00	\$5,500.00	\$5,500.00
	<p>3. CIVIL WORKS</p> <p>Supply and pouring of 40mpa concrete base with extensions to allow for a 10 meter deck and concrete approach ramps at each of the deck with non-slip grooves cut into the concrete.</p> <p>Includes supply of all steel re-enforcing, concrete concrete supply, meals &amp; accommodation.</p>	1.00	\$71,200.00	\$71,200.00
	<p>4. WEIGHBRIDGE SUPPLY</p> <p>Supply and new 10 x 3 meter above ground legal for trade steel deck weighbridge with concrete infill. Weight capacity up to 25t capacity and 0.02t accuracy tolerance. Includes delivery of components to site.</p> <p>Weighing equipment includes 4x Flintec RC3 digital loadcells, digital loadcell junction box and Systec IT3000 weight display with PC communications.</p>	1.00	\$38,000.00	\$38,000.00
	<p>5. INSTALLATION OF WEIGHBRIDGE AND WEIGHING COMPONENTS</p> <p>Allows for travel to and from site, overnight allowances and time on site to complete installation, commissioning, calibration and certification.</p>	1.00	\$13,800.00	\$13,800.00
	<p>6. SUPPLY AND INSTALLATION OF COMPLETE CAGE SYSTEM AND KNIFE GATES FOR WEIGHBRIGDE</p> <p>Includes fabrication and installation of new fencing /</p>	1.00	\$58,625.00	\$58,625.00

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## CUSTOMER QUOTATION NO. 7269

### Townsville Sales

Part #	Item	Quantity	Unit Price	Total
	gate to suit existing facility sizes and match up to the new weighbridge deck, fabrication and supply of complete cage assembly for weighbridge deck along with new guillotine gates at each end of weighbridge deck. New hydraulic rams and hoses to be supplied and existing hydraulic pump to be utilized. Delivery to site and onsite installation included for all assemblies.			
	7. LIGHTENING & POWER SURGE PROTECTION	1.00	\$1,300.00	\$1,300.00
			<b>Sub-Total ex GST</b>	<b>\$207,305.00</b>

Thank you.

<b>Sub-Total ex GST</b>	\$207,305.00
<b>GST</b>	\$20,730.50
<b>Total inc GST</b>	<b>\$228,035.50</b>

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## CUSTOMER QUOTATION NO. 7269

### Conditions

- Sensortronic Weighing & Inspection Australasia Service do undertake to complete this project with safety, haste and above all, quality to the mutual satisfaction of all parties and authorities involved.
- The quoted price does not include repairs of unknown issues that may effect the weighing instruments performance, or conformance to NMI regulation which may be discovered whilst working on the instrument.
- The quoted price does not include time lost through inclement weather, strikes, lockouts, political unrest or any disturbance which may hinder the projects progress
- Standard Terms and Sale Conditions Attached

Nicholas Squires  
Service Manager  
Sensortronic Weighing and Inspection Australasia  
1800 SCALES (722 537)  
n.squires@swia.com.au

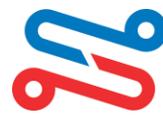
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## ACCEPTANCE OF QUOTATION NO. 7269

Richmond Shire Council  
PO Box 18  
Richmond QLD 4822

**Quote No:** 7269  
**Site:** 50 Golding St Richmond  
**Site Contact:** Amy Lawry  
**Salesperson:** Nicholas Squires  
**Created Date:** 15/11/2021  
**Valid For:** 30 Day(s)

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

I accept the quote as detailed above. I acknowledge that I have read and understand all the terms and conditions detailed with this proposal.

Signed: \_\_\_\_\_ for Richmond Shire Council

Purchase Order No.: \_\_\_\_\_

Purchase Order Value: \_\_\_\_\_

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NORTHLAND | AUCKLAND | HAMILTON | PALMERSTON NORTH | WELLINGTON | NELSON | CHRISTCHURCH

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## 1. TERMS OF SALE

- a. *These terms are applied to all sales unless our Operations Director or Managing Director agree to vary them in writing.*
- b. If you place an order with us which we accept, you agree that you will be bound by these terms.
- c. You agree that we will not be bound by any of your terms in any document or order from you.
- d. Our terms are to be read in conjunction with (if applicable) our quality and/or customer's responsibilities and exclusion document(s) attached if applicable.

## 2. ACCEPTANCE OF ORDER

Your order for equipment and/or services must be in writing and if applicable accompanied by the appropriately completed Customer Acceptance Form.

- a. Your order shall be accepted unless we give you written or verbal notice of non-acceptance or variation within two (2) working days of receipt of your order.

## 3. CANCELLATION OF ORDER

You may only cancel your purchase order with our prior written consent and in addition agree to pay us at the date of cancellation:-

- a. A minimum cancellation charge of 20% of the net sales price.
- b. A restocking fee where applicable.
- c. Any other monetary loss incurred by us.

## 4. SALES ORDERS

Your sales order for our quoted price shall remain firm providing delivery is within one (1) month from acceptance or one (1) month from our estimated delivery date. If delivery is delayed at your request beyond one (1) month from our estimated delivery date we reserve the right to amend the price to our standard price list current at that delayed delivery date.

## 5. PRICES

- a. Our quoted price is subject to change before acceptance.
- b. Our verbal quote expires the same day unless first accepted in writing.
- c. Our written quote is only valid for up to thirty (30) days unless we terminate our quote by written notice to you in that period.
- d. Our quoted prices (written or verbal) are GST exclusive unless otherwise stated.
- e. Our quoted price is based on (if applicable) the rates of currency exchange at the time of the quote subject to our right to adjust the quote to the NAB selling rate at the applicable currency rate of exchange on the day of our invoicing to you.

## 6. PRICE VARIATION

### a. STOCK ITEMS

The price quoted will remain firm providing delivery is made within one (1) month from our acceptance of your order. If delivery is delayed at your request beyond one (1) month we reserve the right to amend the price/s to that/those ruling in our standard price list current to the date of delivery.

### b. NON STOCK ITEMS (Imported)

In the case of goods to be imported the price is based on our principal's prices, exchange rates, freight rates, marine and war risk insurance, duty and primage and where applicable GST ruling at the date of this quotation. If between this date and the date on which the goods are delivered any variation occurs in any of those charges, which affect the cost of the goods, we

reserve the right to amend our prices and you agree to pay the cost of such variations.

## 5. Quote Variation

Changes from the original specifications on which an accepted quotation or order is based will not be accepted unless requested by you in writing and we accept in writing provided if such change increases the cost of any product including but not limited to the actual component costs and expenses incurred in modifying a partially or completely manufactured item, such increase in cost and expenses shall subject to your acceptance and payment be in addition to the original accepted price.

## 7. GST

Applicable Goods and Services Tax (GST) shall be included in all our invoices to you at the percentage rate prescribed by law.

## 8. PROPERTY

You shall keep confidential all plans, illustrations, drawings and specifications provided by or on our behalf, which shall remain our exclusive property.

- a. All plans, illustrations, drawings and specifications are approximate representations and not binding in detail unless we state otherwise in our quote.
- b. If we at your request manufacture or fabricate products or implement systems to your designs, specifications or in compliance with your suggestions we will not be liable for the practicability or performance of such designs, specifications, or suggestions or any loss or damage caused to you or any person.
- c. All weights, measurements, powers, capacities and other particulars of equipment offered by us are approximately correct but small deviations shall not invalidate this Agreement or be a basis for a claim against us by you.
- d. Errors and omissions including clerical are subject to correction.

## 9. INSTALLATIONS AND SERVICES

Where we are required under a contract for the service of equipment or for the supply of equipment to install the equipment at nominated premises or sites, you shall ensure we and our employees and agents are given unimpeded access to such premises or sites at the times specified by us for such service or installation.

- a. You shall provide us with use of any facilities or equipment on your premises or site for the purposes of such service and installation. In addition work sites, areas and conditions provided to our employees and agents must comply with Occupational Health and Safety requirements otherwise our employees and agents have the right to refuse carrying out our contractual obligations to you.
- b. We must be advised prior to installation of site requirements for the purpose of safety inductions.
- c. If on our technicians or contractors arriving at your site as arranged you cancel or postpone without prior verbal or written notice you shall pay all their travel related expenses including but not limited to technician travel labour, service vehicle kilometre charges, air or ferry fares, hire car and accommodation expenses or any other expenses incurred.

## 10. CALIBRATION AND VERIFICATION

Scales and weights intended for trade use or other purposes, which come under NMI Legislation, must be verified and marked by a registered weights and measures licensee. You will pay their fees and charges in accordance with the relevant NMI schedule.

- a. All instruments described on any certificates and reports are deemed accurate to maximum permissible errors applied



during calibration and shall be as per the applicable trade tolerance pursuant to NMI NITP 6.1 - 6.4 Uniform Test Procedures for Verification, Certification and In-service inspection of Non Automatic Weighing Instruments . Maximum permissible error and authorised work instructions.

b. We warrant calibration to be true and accurate as on the day it is performed but any calibration claim will be at all times subject to acceptance in our absolute discretion.

c. Calibration warranty will be voided in accordance with clause 11 headed Warranty & Claims Exceptions

d. Calibration is performed as per relevant Australian Standards AS/NZS requirements, applicable sections of NMI NITP 6.1 - 6.4 Uniform Test Procedures for Verification, Certification and In-service Inspection of Non-automatic Weighing Instruments and authorised work instructions.

e. Our technicians carry 500kg of test weights. If a scale is required to be tested in excess of 500 kg, dead load will have to be supplied by you or we will arrange for additional test weights at your cost.

## 11. WARRANTY AND CLAIMS

We warrant under proper use, care and maintenance, our equipment and programming to be free from defects due solely to faulty workmanship or materials for mechanical, electrical parts and software for twelve (12) months from the date of delivery.

a. Equipment or parts not manufactured by us shall be subject only to that specific manufacturer's warranty (if any).

### New Equipment

All new equipment sold by us is warranted (subject to the exceptions in Clause 8) to be free from defects in materials and workmanship for mechanical, electrical parts or software and to conform to any applicable drawings and specifications approved by us for a twelve (12) month period from the date of shipment.

### Repaired Equipment

The warranty on repaired equipment is the same as for new equipment except it will apply only to parts repaired or replaced by us. No separate warranty shall apply to repaired equipment as a whole or to its parts not repaired or replaced by us.

### Procedure

You shall give us written notice within the twelve (12) month period of the warranty claim *and* then provide us with a purchase order for the cost, which we will invoice you. You will pay on the invoice we give you based on your purchase order. If we then determine the warranty claim is valid we will give you an invoice reimbursement for the money paid by you to us. In all cases you will pay for all travel or freight charges and all services performed upon or in relation to such equipment diagnostic or otherwise except for the direct and actual cost of the repair or replacement of any equipment or software. Within the twelve (12) month period we at our option and sole discretion will either repair, replace or give you a credit and have the right to require you to deliver the equipment for this purpose to our designated service centre.

### Exceptions

Our warranty does not cover you for:-

- Failure to report to us in the twelve (12) month period;
- Failure or damage due to incorrect application, abuse, improper installation or abnormal conditions of temperature, dirt or corrosive matter;
- Failure due to operation, above rated capacities or in otherwise improper manner.
- Equipment which has been tampered with or altered by anyone other than us or our authorised representative;

- Equipment damaged in shipment or without our fault;
- Expenses incurred by you in an attempt to repair or rework equipment;
- Losses, costs, expenses, liabilities and damage (including loss of profits, all liabilities of yours to your customers or third persons and all other consequential damages) whether direct or indirect and whether or not resulting from or contributed to by the default or negligence of us, our agents, employees and sub-contractors, which might be claimed as a result of the use of the equipment delivered. There is no further warranty express or implied in connection with the design, sale or use of our products and our warranty liability shall not exceed the cost of correcting defects in the equipment.
- Merchantability or fitness as to use;
- Any equipment of other manufacturers designated by you;
- Our equipment not regularly maintained/serviced by our approved technician during the warranty period.

## 12. INSURANCE

Insurance is your responsibility. We will arrange upon your written instructions insurance at your cost.

## 13. LIABILITY

We accept no liability for loss or damage consequential or otherwise attributable to our acts, defaults or failure to carry out the Terms of this Agreement other than under Clause 11.

## 14. PACKING

Unless otherwise stated in our quote standard packing charges are included. You will be charged for export packing or other packing required, the cost of which will be quoted on request.

## 15. DELIVERY, DELAYS AND PENALTIES

All delivery times quoted are estimates. We will make reasonable endeavours to meet quoted delivery times but will not be liable for any damage caused by delays beyond our control including without limitation, fire, act of God, strikes, acts by you, restrictions by civil or military authority, transportation failures or an inability to obtain labour, materials or manufacturing facilities.

In the event of such delays the date of delivery shall be extended for a period equal to the time lost.

- Quoted prices are ex-works Brisbane unless otherwise stated.
- You will give us proper delivery instructions.
- All goods are at your risk at the time of leaving our premises.
- We are not responsible for loss or damage caused in delivery.
- No penalty clause in any specification or order from you will be binding unless approved by our Operations Director or Managing Director in writing.

## 16. TERMS OF PAYMENT

We retain sole ownership in the equipment we supply you until payment in full. If you default in payment you agree to grant us unrestricted right of entry to your premises to reclaim that equipment. If we have not given you terms or written prearranged credit, terms are strictly Cash or Credit Card (with appropriate transaction fee) with your order.

Subject to prior Credit Account approval you shall pay us:-

- The appropriate transaction fee on Credit Card transactions.
- On work order values under \$5,000.00 (excluding freight and handling charges, GST and other Government charges) net 14 days from Invoice date.



c. On work order values of \$5,000.00 or more to which prior credit account approval terms do not apply regardless of prior credit account approval terms (excluding freight and handling charges, GST and other Government charges):-

- (i) 30% deposit with your official order.
- (ii) 60% prior to our supply to you of all equipment.
- (iii) 10% on installation and commissioning or 30 days from supply to you of all equipment whichever comes first.
- (iv) unless varied by us prior to acceptance of your purchase order.

d. Your order will be placed on stop supply until your overdue account is paid in full. You shall pay interest on overdue accounts at the daily rate of 10% per annum from the due date until payment.

e. We do not provide payment of security deposits unless approved in writing by our Operations Director or Managing Director

f. You will pay on a full indemnity basis our legal costs and disbursements in recovery from you of any overdue default payment.

## 17. WAIVER

You must claim for shortages, incorrect equipment or poor quality work in writing within fourteen (14) days after receipt of the equipment or services and failure to give such notice shall be an acceptance of the equipment and services and waiver by you of all such claims.

## 18. ARBITRATION

Claims made in the fourteen (14) day period not resolved shall be referred to arbitration by a person we mutually agree on or an arbitrator appointed by the President of the Law Society. This shall be submission to arbitration within the meaning of the Arbitration Act or any other statutory act, which modifies or is in substitution for the Arbitration Act. Work shall so far as reasonably practical continue during the arbitration but no payments, which may be or shall become due shall be withheld on account of such arbitration.

## 19. VIENNA SALES CONVENTION

The United Nations Convention on Contracts for the International Sale of Goods (The Vienna Sales Convention 1980) shall not apply to this Contract.

## 21. PERSONAL PROPERTY SECURITIES ACT

- a. You agree that these terms and conditions create a PMSI in the goods (and their proceeds) supplied presently and in the future by us to you.
- b. You agree to do all things necessary and execute all documents reasonably required to register the PMSI granted by you under these terms of sale and to ensure that we acquire a perfected security interest in the goods under the PPSA.
- c. You will, upon demand, pay all of our expenses and legal costs (on a solicitor/agent/client basis) in relation to or in connection with the registration of our security interest and all other costs associated with protection and enforcement of our security interest created by these terms and conditions or by undertaking an audit under the provisions of the PPSA, or the repossession of the goods the subject of these terms and conditions or the exercise, enforcement or preservation of any right or interest under these terms and conditions or any contract that we have with you.
- d. This PMSI does not lose its priority as a result of the renewal, refinance, consolidation or restructure of the subject matter of these terms and conditions and any purchase money obligations.

e. Until ownership of the goods passes to you, you waive your rights under the following provision of the PPSA, to the extent that it is permitted by law to:

- (i) Receive a notice of intention of removal of an accession (s95);
- (ii) Receive a notice that we have determined to enforce our security interest in accordance with land law (s118);
- (iii) Receive a notice of enforcement action against liquid assets;
- (iv) Receive a notice of disposal of goods by us purchasing the goods (s129);
- (v) Receive a notice to dispose of the goods (s130);
- (vi) Receive a statement of account following disposal of the goods (s132(2));
- (vii) Receive a statement of account if no disposal of the goods, six monthly (s152(4));
- (viii) Receive notice of any proposal by us to retain the goods (s135(2));
- (ix) Object to any proposal by us to either retain and dispose of the goods (s137(3));
- (x) Redeem the goods (s142);
- (xi) Reinstate the security agreement (a143); and
- (xii) Receive a notice of any verification statement (s157(1) and 157(3)).

f. To the extent permitted by the PPSA, these terms and conditions exclude any provisions of the PPSA which may be excluded in our discretion and which would otherwise confer rights on you.

g. You further agree that where we have rights in addition to those under Part 4 of the PPSA, those rights shall continue to apply.

h. Your right to possession of goods still owned by us under these terms and conditions shall cease if:

- (i) You, being an individual, commit an act of bankruptcy;
- (ii) You, being a company, circumstance arise where a receiver, manager, administrator or controller becomes entitled to take possession of any of its assets, any proceedings are instituted for winding up, or you enter into a Deed of Company Arrangement;
- (iii) You cease or threaten to cease conducting business in the normal manner or apply for the deregistration or receives a deregistration notice;
- (iv) Any cheque that you provide to us is dishonoured for payment;
- (v) You fail to comply with any demand for payment issued by us; or
- (vi) You breach any of the terms and conditions contained herein and/or are in default of any other agreement between us and you.

i. You expressly and irrevocably agree that we are entitled to enter any premises where the goods supplied by us are located to repossess, remove and sell such goods. You (your successors and assignees, including any external manager or administrator) shall not object to us, or our agents, entering any premises for the purpose of this clause and agree to indemnify and keep us indemnified in respect of any claims, actions and costs that may arise against us in relation to the removal, repossession and sale of the goods pursuant to these terms and conditions including any claims brought by third parties.

j. You agree that repossession and retention of the goods pursuant to the PPSA will only satisfy so much of the monies which may become payable to us by you, as is equivalent to our estimation of the market value of the goods as it is at the date of repossession and the repossession and retention will

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Fax: 07 5437 0405

**Rockhampton**  
11/92 McLaughlin St  
Kawana QLD 4701  
Ph: 07 4936 1011  
Fax: 07 4936 1699

**Townsville**  
53 Leyland Street  
Garbutt QLD 4814  
Ph: 07 4779 2606  
Fax: 07 4779 1920



**SENSORTRONIC**  
Weighing & Inspection  
AUSTRALASIA

ABN: 24 112 483 315

National Free Call: 1800 SCALES

**GOLD COAST | BRISBANE | SUNSHINE COAST | ROCKHAMPTON | TOWNSVILLE**  
NORTHLAND | AUCKLAND | HAMILTON | PALMERSTON NORTH | WELLINGTON | NELSON | CHRISTCHURCH

immediately extinguish any rights for interest we have on the value of the goods recovered.

k. Until ownership of the goods passes, you must not give us a written demand or allow any other person to give us a written demand requiring us to register a financing change statement under the PPSA or enter into or allow any other person to enter into the personal property securities register a financing change statement under the PPSA.

l. You agree not to change your name or undertake any changes to any documents that we have registered, requires to be registered or are capable of being registered without our prior written consent.

m. Definitions:

“PPSA” means Personal Property Securities Act 2009.

“Purchase Monies Securities Interest” or “PMSI” has the meaning given in section 14 of the PPSA as amended from time to time.

## 22. TERMINATION

We may terminate this Agreement if you become bankrupt, insolvent, make an arrangement with creditors, suffer a receiver to be appointed or being a body corporate enter into liquidation.

### ACCEPTANCE

Company Name.....

A.C.N. (if applicable) .....

Authorised Representative:.....

Position Held: .....

Signature: .....

Date: .....

**PLEASE NOTE:** Provision of a Company Purchase Order or acceptance in writing of this quotation shall include your acceptance`

**Item 4. Reports for Consideration – Community Services**

**Item 4.3 NQ Sports Foundation – MOVE IT Program**

**EXECUTIVE SUMMARY**

NQ Sports Foundation fund the MOVE IT Program each year for two programs in the Richmond Shire. For 2022 it has been requested that Council contribute to part of the programs for them to continue.

**OFFICER'S RECOMMENDATION**

**That Council: *Consider matching the MOVIE IT funding dollar for dollar in the following format***

- **\$5,000.00 In-kind venue hire**
- **\$5,000.00 cash**

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**Budget & Resource Implications**

\$10,000.00 in In-kind and cash.

**Background**

The NQ Sports Foundation through the MOVE IT program wish to offer an extension (through an application process) to the two programs they have funded from June – December.

To enable a continuation of the current community based fitness programs for 2022 Move It is seeking Councils interest in combining resources to value add to their \$10,000.00 funding to enable these two facilitators to offer similar programs throughout 2022.

These Programs are:

- Boxercise
- Early Morning Boot camp

PHN and the NQ Sports Foundation through the Move It Program fund approx. \$10,000.00 a year towards fitness programs.

So far for 2021/22 there have been 11 boxing sessions with 39 attendees and 9 early morning boot camps with 75 attendees making these programs very successful.

**Consultation (Internal/External)**

External: NQ Sports Foundation, Get Fit With Nic and Mak's Boxing.

**Attachments**

NIL

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Report prepared by **Angela Henry (DCSD)**