



**Westpac**  
**LIFE SAVER RESCUE**  
**HELICOPTER**

60 Brunswick Street  
 PO Box 822  
 LISMORE NSW 2480  
 T 02 6627 4444  
 F 02 6621 4288  
 info@helirescue.com.au  
[www.helirescue.com.au](http://www.helirescue.com.au)

12/03/2015

Mr. Paul Hickey  
 General Manager  
 Ballina Shire Council  
 PO Box 450  
 BALLINA NSW 2478



Dear Paul,

Please find enclosed our **Community Donations Program 2014/15 application.**

The Ballina Shire Council has been long serving supporters of our Service and we thank you for your continued generosity.

As we are a 'public benevolent institute' we have not been able to complete your application in full by disclosing our full financial and asset position. Please however find attached a copy of our Annual Report to help give an overview of our financial position.

Thank you again for your Councils support, please contact me should the Council require any further information.

Kind regards,

Zeke Huish  
 Fundraising Manager

Proudly sponsored by



Operated by NORTHERN REGION SLSA HELICOPTER RESCUE SERVICE Pty Ltd ABN: 25 003 171 373 CFN: 12485



## 2014/15 Community Donation Application Form

---

### CONTACT DETAILS

**Name of Organisation:**

Northern Region SLSA Helicopter Rescue Service Pty Ltd trading as the



**Postal Address:** PO Box 822, LISMORE NSW 2480

**Primary Purpose and Activities of Organisation:**

We are a not-for-profit community based organisation that has been operating for over 30 years. We provide a 'free' aero medical rescue service to the community 24 hours a day. We have now flown over 7,800 missions and as a registered charity, the rescue helicopter service relies on the generous support of the community and corporate sector to help fundraise over 60% of its annual \$7M operating budget. Our flight area runs from the Queensland Border south to Nambucca Heads/Macksville and west to Tenterfield and Glen Innes & beyond the coastline (80,000 square kilometres) taking in a population of 400,000 people.

**Number of Members:** N/A      **Names of Primary Office Bearers:** Mr. Roger Fry, Acting General Manager

**Contact Person for this application:** Mr. Ezekiel (Zeke) Huish, Fundraising Manager

**Phone:** 6627 4444

**Mobile:** 0431 266 291

**Fax:** 6621 4288

**Email:** [zeke@heliorescue.com.au](mailto:zeke@heliorescue.com.au)

**Is the Group/Organisation GST Registered?** Yes

**ABN No.:** 25 003 171 373

**Is the Group/Organisation Not-for-Profit?** Yes

### BRIEF SUMMARY OF APPLICATION

**Brief description of project or activity?** As a organization that regularly hosts the public (and volunteers) inside its operational helibase and administration offices, we are seeking the support of Council to assist us in purchasing a mobile defibrillator unit. The availability of this device will help to ensure we can provide the highest care for the community when they are associating with our Service.

**Estimated Total Cost of Project (excl GST)**

**Amount sought from Council?** \$1,000



**BENEFITS OF PROJECT**

Please describe why you believe community funds should be applied to your project. Information should include the people / sections of the community that will benefit from the project or activity.

At Westpac Life Saver Rescue Helicopter, safety for the public when they visit our helibase is paramount. The safe operation of events and public relation activities is vital to ensure our ongoing fundraising activities are successful to help fund the rescue helicopter service we provide to not only the residents of the Ballina Shire but all residents and visitors within our flight region.

**FINANCES**

Briefly describe why you need financial assistance from Council ie: what financial resources are available to you and why they are not sufficient to pay for this project.

Westpac Life Saver Rescue Helicopter is a not-for-profit community based organisation. We are not a fully funded operation and do not charge the patients we fly. We receive part funding from the NSW Health Dept through our fee for service aero medical contract. Each year we need to fundraise over \$4M to ensure the ongoing delivery of our service.

**FINANCIAL INFORMATION - COMMUNITY DONATION ASSESSMENT**

\*\*Please refer to the attached letter outlining why we are unable to complete this section in full.

**Finances (only organisations are required to completion this section)**

1. What funds do you have in the bank/invested? N/A
2. Details of any property/s owned either in whole or part? N/A
3. Details of any other assets owned with an estimated value over \$2,000? N/A
4. What income did you receive last financial year? N/A
5. What expenses did you incur last financial year? N/A
7. What income do you expect to receive this financial year? N/A
8. What expenses do you expect to incur this financial year? N/A
9. If you make a surplus on operations what will happen to the surplus funds? N/A

**Project Finances**

1. What is the estimated cost to run the event or complete the project? \$2,700

**2. Details of proposed funding sources:**

Council Donation: \$1,000 Own Funds: nil

**Other Funds sourced from:** We are seeking to fund the remaining balance of the device through other applications made to local Council's within our flight path.

**3. Briefly describe the expenses you expect to incur? NIL**

**4. If income exceeds expense what will happen to the excess Funds?** We will apply for your support in allowing us to redirect these excess funds towards the ongoing operation of our Service.

Name: Ezekiel (Zeke) Huish Position: Fundraising Manager

Signature: \_\_\_\_\_

Date: 12/03/2015



**2014/2015 Community Donations Application**

**Lodge Applications** at Ballina Shire Council · 40 Cherry Street · Ballina (Mon -Fri 8.15am to 4.30pm)

**mail** PO Box 450 Ballina 2478 · **dx** 27799 · **f** 02 6681 1375 · **e** council@ballina.nsw.gov.au

**t** 02 6686 4444 · **w** www.ballina.nsw.gov.au · **abn** 53 929 887 369



All applications received will be acknowledged in writing by Council.

A committee of Council will consider all requests following the adoption of the 2014/15 budget at the June 2014 Council Meeting.

Applicants will be notified once a decision is made in late July/August.

Applications Close: 16 June 2014

**Guidelines for Approval of Council Donations**

Council donations generally do not apply to individuals however in certain circumstances donations may be provided. Refer to Council's website for the following donation related policies:

- \* Donations - Financial Assistance Policy
- \* Donations - Community Halls Capital Works Assistance Policy
- \* Donations - Rates and Charges Policy
- \* Donations - Assistance with Council Fees for Community Groups Policy
- \* Donations - Financial Assistance
- \* Donations - Australian Representation Policy
- \* Donations - In-Kind Assistance for Sporting and Cultural Events and Community Works on Public Land Policy
- \* Donations - Insurance for Environmental Volunteer Groups Policy
- \* Donations - Waste Disposal Fees for Not-for-Profit Groups Policy

In allocating funds Council will give consideration to the nature of the works, the proposed beneficiaries, recent donations to each applicant, alternative funding sources and equity of support across the local government area.

**Organisation / Contact Details**

Name of Organisation

Lennox Head Playgroup

Postal Address

P.O. BOX 112, LENNOX HEAD NSW 2478

Primary Purpose and Activities of Organisation

To provide a space and opportunity for young children (aged 0-5 years) and their parents/caregivers to meet, play and learn and to share parenting advice, provide support and make friends in the community.

President

Jessica Taylor

Treasurer

Helen Scott

Secretary

Kathryn Wood

Contact Person for Application

Jessica Taylor

Phone

0403571410

Mobile Phone

0403571410

Email

jessjock@hotmail.com

No. Members

Is the Group / Organisation GST Registered?

Yes  No  Exempt

If yes provide ABN Number

Is the Group / Organisation Not-for-Profit?

Yes  No

Is the Group / Organisation Incorporated?

Yes  No

**Privacy Protection Notice**

The completed Community Donations application contains personal information which is being collected for the purpose of processing the application. Provision of the information is voluntary, however, if insufficient information is provided, Council will be unable to process the application. The information will be processed by the General Manager's Group and may be made available to public enquiries under the Government Information (Public Access) Act 2009. The information will be stored in Council's electronic document management system.

### 10.3 Community Donations.DOC

#### Summary of Application

Description of Project or Activity (how the donation would be spent, if provided, eg new roof, building a fence, paying for insurance etc)

Extending existing soft-fall rubber surface to remainder of outdoor space (approx. 85m<sup>2</sup>).

Please provide details of how you arrived at the estimated total cost of works. Requests for amounts over \$1,000 require at least two written quotes to be provided as part of this application.

Quotation 1	Safety surfaces	\$ 9,554.00
Quotation 2	Playfall	\$ 13,931.50
Quotation 3		\$
Comment		

Estimated total cost of project \$ 9554.00      Amount sought from Council \$ 5000.00

Copies of quotes must be attached to application

#### Benefits of the Project to the Community

Please describe why you believe community funds should be applied to your project. Information should include the people/sections of the community that will benefit from the project or activity.

Although we recognise the Playgroup is the predominant user of the space - hence our willingness to contribute 50% of the costs, we are aware that other community groups and individuals use the space. We feel that extending the soft-fall to the remainder of the outdoor space would mean the space was used more extensively as the impediments of ants, prickles and mud in wet weather would be removed.

#### Finances

Briefly describe why you need financial assistance from Council ie. what financial resources are available to you and why are they not sufficient to pay for this project.

Playgroup NSW members pay an annual fee of \$39 which covers insurance for members. Each session costs \$4 per family which covers the lease of the space, toys, craft supplies and other consumables. The Playgroup participates in a yearly Bunnings BBQ fundraiser in order to supplement these costs which generates around \$1000 per year. In order to pay for the entire project ourselves would mean conducting 10-11 Bunnings BBQ fundraisers which would delay the completion of the project for some years.

ballina

2014/15 Community Donations Program Application Form

Page 2 of 3





MOB 0488 003 388  
PO Box 5152  
East Lismore NSW 2480  
michael@playfall.com.au  
www.playfall.com.au  
ABN 85 166 282 784  
Accounts: jody@playfall.com.au

## Quotation

25/02/2015  
Quotation No: 110020

Attn: Jess  
Lennox Heads Community Childcare Centre  
jessjeck@hotmail.com

ATT: Jess

### Job reference:New Surface

**\*\* PLEASE NOTE THAT THE TERMS & CONDITIONS MUST BE SIGNED AND RETURNED VIA EMAIL WITH CONFIRMATION OF DEPOSIT PAYMENT PROIR TO ORDERING MATERIALS AND COMMENCEMENT OF JOB \*\***

I have pleasure in submitting the following quote, for the preparation, supply & laying of new softfall surface.

Pricing and term and conditions are listed on page 2

- > Removal of grassed area
- > Replace with crusher dust and compact up to 100mm thick
- > Install cushion @20mm thick over pre-prepared crusher dust base
- > Lay Playfall surface @ 15mm thick in vibrant colours (colours TBA)
  
- > The new surface will cater for a FHF ie. (Free Height of Fall) of 1200 mm with a 15mm CSBR top coat and a 20mm cushion and will be laid over the prepared base. In a variety of bright vibrant colours

Preparation areas : Approx 85 Square Metres

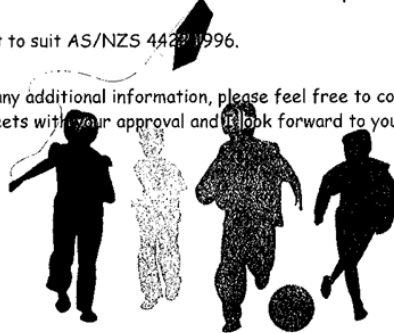
- CSBR COLOUR CHART [www.playfall.com.au](http://www.playfall.com.au)
- Material: CSBR Granule 1-4 mm. #4 MESH Cushion wet-pour and/ or cushion shock pad

Cushion, Impact to suit AS/NZS 4422:1996.

If you require any additional information, please feel free to contact our Office.  
I hope this quotation meets with your approval and I look forward to your early advice.

Yours Sincerely,

\_\_\_\_\_  
MICHAEL COOK



YOU PLAY, YOU FALL... YOU'RE SAFE

## 10.3 Community Donations.DOC

25/02/2015

I / We \_\_\_\_\_ of \_\_\_\_\_

hereby accept the terms and conditions of Playfall for

Quotation No:-110020 dated 25th February 20415

	Deposit Reqd	Progressive Payment	Final Payment	TOTAL COSTING
Amount	\$6,332.50	\$3,799.50	2,533.00	\$12,665.00
GST	\$633.25	\$379.95	\$253.30	\$1,266.50
TOTAL	\$6,965.75	\$4,179.45	\$2,786.30	\$13,931.50

ACCEPTANCE:

(Signature) \_\_\_\_\_

(Date) \_\_\_\_\_

TERMS AND CONDITIONS FOR THE SALE BY PLAYFALL. *A, B, N, 23 372 460 808* ("The Company")

TO THE PURCHASER OF THE GOODS SOLD BY THE COMPANY TO THE PURCHASER

- 1) Subject to the terms set out in this document, the Company extends to the Purchaser a Limited warranty against faulty workmanship and/or materials in the manufacture of the goods, such warranty to be for a period of Two (2) years from the date of invoice, repair work as in edges or patches do not hold a warranty.
- 2) The goods sold by the Company are sold subject to the industry tolerances and the Company shall have no liability to the Purchaser for any colour variation, discolouration or fading or separation of patches or joins to existing surfaces, i.e. concrete edges, timber edges, pavers, existing rubber, synthetic grass, pools.
- 3) The Company shall have no liability to the Purchaser for the structural or surface condition or the base on which the goods are installed/laid. The Purchaser shall make its own investigations in respect of the suitability or otherwise of the surface on which the goods are installed/laid.
- 4) The Company shall have no liability for any product damage or deterioration due to the surface conditions to which the goods are affixed or laid.
- 5) Customised surface goods or products will be supplied on written order instructions only. Any change or variation to the written instructions either before or after manufacture will be the responsibility and at the cost of the Purchaser including any costs incurred as a consequence of any variation sought by the Purchaser.
- 6) Any goods wrongfully ordered by the Purchaser and supplied or manufactured wholly or partly by the company shall be at the full cost and responsibility of the Purchaser and shall be paid in full by the Purchaser forthwith upon receipt of invoice.
- 7) The terms of payment for all goods sold by the Company to the Purchaser shall be cash on delivery unless otherwise agreed to in writing by the Company.

- 8) Orders shall be payable as :-
- |                         |                         |   |   |
|-------------------------|-------------------------|---|---|
| Jobs Under \$5,000      | (100%)                  | Full Payment                              | on acceptance of the T & C & Quotation  |
| Jobs \$5,000-\$9,999.00 | (50%)<br>(50%)          | Deposit<br>Balance                        | on acceptance of the Terms & conditions & Quote<br>on delivery/completion of job or otherwise stated.                             |
| Jobs Over \$10,000      | (50%)<br>(30%)<br>(20%) | Deposit<br>Progressive Payment<br>Balance | on acceptance of the Terms & conditions & Quote<br>on commencement of job<br>on delivery/completion of order or otherwise stated. |

*All payments shall be made to the Company by cash, bank cheque or telegraphic transfer. In the event that the Company agrees to accept payment by personal cheque, then the Purchaser warrants that the cheque will be duly honoured on presentation at the bank.*

- 1) A Certificate of compliance is available upon request and will be issues once full payment has been received for the job
- 2) Once a start date has been set by the client, any holdups or delays on their behalf will incur a daily charge of \$500 per worker that is designated to the job.
- 3) All goods are sold ex the Company's factory and shall be at the risk of the Purchaser on and from the goods leaving the factory irrespective of when final title of the goods passes to the Purchaser.
- 4) No Purchaser shall have any right of cancellation of any order once manufacture of the goods has commenced. Any cancellation of the order shall be at the sole discretion of the company who reserves the right to insist on payment in whole or in part or alternatively shall require the Purchaser to accept delivery of the goods on the terms and conditions agreed upon between the parties at the time of the Company's acceptance of the order.
- 5) The Purchaser acknowledges that the Company shall not be liable for any transport costs on the delivery of the goods ex the factory unless the company has previously or otherwise agreed to meet the cost of such transportation. Whilst the company may arrange such transportation, the company does so as agent for the Purchaser and the Purchaser accept full responsibility for the cost of such transportation including any risk to the goods whilst in transit.
- 6) The goods remain the property of the Company and ownership of the goods shall not be transferred to the Purchaser until the agreed payment has been received in full by the company. If the Purchaser fails to pay the full purchase price for the goods, the Company shall be entitled to retake possession of the goods. For that purpose, the Purchaser irrevocably licences the Company, its servants and agents to enter upon any premises where the goods are situated and the Purchaser shall indemnify and keep indemnified the Company against any claim, loss, cost and expenses of any nature whatsoever by the Company in exercising its powers under this clause.
- 7) This quotation is valid for a period of 28 days from date of issue.





MOB 0488 003 388  
PO Box 5152  
East Lismore NSW 2480  
michael@playfall.com.au  
www.playfall.com.au  
ABN 85 166 282 784  
Accounts: jody@playfall.com.au

25/02/2015  
Tax Inv : 210014-1

Attn: Jess  
Lennox Heads Community Childcare Centre  
jessjeck@hotmail.com

ATT: Jess

RE: Lennox Heads Community Childcare Centre

as per Quotation no: 110020 dated 25/02/15

85 Sq M @\$149.00 p/sqm

- Remove Grass
- Replace with Crusher Dust & compact upto 100mm
- Install cushion @20mm thick over prepared crusher dust base
- Lay Playfall Surface @15mm thick in vibrant colours

Amount	\$6,332.50
GST	\$633.25
TOTAL	\$6,965.75

THIS INVOICE IS PAYABLE UPON ACCEPTANCE OF QUOTATION & SIGNING T&C

EFT TRANSFER  
Bank Detail  
908 Pty Ltd  
t/a PLAYFALL  
G & C Mutual Bank  
BSB: 659-000  
Account: 758190

Michael Cook,  
Director



YOU PLAY, YOU FALL... YOU'RE SAFE

10.3 Community Donations.DOC



MOB 0488 003 388  
PO Box 5152  
East Lismore NSW 2480  
michael@playfall.com.au  
www.playfall.com.au  
ABN 85 166 282 784  
Accounts: jody@playfall.com.au

25/02/2015  
Tax Inv : 210014-2

Attn: Jess  
Lennox Heads Community Childcare Centre  
jessjeck@hotmail.com

ATT: Jess

RE: Lennox Heads Community Childcare Centre

as per Quotation no: 110020 dated 25/02/15

85 Sq M @\$149.00 p/sqm

- > Remove Grass
- > Replace with Crusher Dust & compact upto 100mm
- > Install cushion @20mm thick over prepared crusher dust base
- > Lay Playfall Surface @15mm thick in vibrant colours

Amount	\$3,799.50
GST	\$379.95
TOTAL	\$4,179.45

THIS INVOICE IS PAYABLE UPON COMMENCEMENT OF JOB

Michael Cook,  
Director



EFT TRANSFER  
Bank Detail  
908 Pty Ltd  
t/a PLAYFALL  
G & C Mutual Bank  
BSB: 659-000  
Account: 758190

YOU PLAY, YOU FALL... YOU'RE SAFE



MOB 0488 003 388  
PO Box 5152  
East Lismore NSW 2480  
michael@playfall.com.au  
www.playfall.com.au  
ABN 85 166 282 784  
Accounts: jody@playfall.com.au

25/02/2015  
Tax Inv : 210014-3

Attn: Jess  
Lennox Heads Community Childcare Centre  
jessjeck@hotmail.com

ATT: Jess

RE: Lennox Heads Community Childcare Centre

as per Quotation no: 110020 dated 25/02/15

85 Sq M @\$149.00 p/sqm

- > Remove Grass
- > Replace with Crusher Dust & compact upto 100mm
- > Install cushion @20mm thick over prepared crusher dust base
- > Lay Playfall Surface @15mm thick in vibrant colours

Amount	\$2,533.00
GST	\$253.30
TOTAL	\$2,786.30

THIS INVOICE IS PAYABLE UPON COMPLETION OF JOB



Michael Cook,  
Director

EFT TRANSFER  
Bank Detail  
908 Pty Ltd  
t/a PLAYFALL  
G & C Mutual Bank  
BSB: 659-000  
Account: 758190

YOU PLAY, YOU FALL... YOU'RE SAFE



**Quote**

Q-4269

Lennox Head Community Centre; Extension to Wet Pour Rubber Surface (~85m2)

**Prepared For**

Jessica  
Lennox Head Community Centre  
Cnr of Mackney Lane & Park Lane  
LENNOX HEAD NSW 2478

**Created By**

Ben Stone  
Safety Surfaces  
1300 558 373  
0438 810 508  
ben@safetysurfaces.com.au



Synthetic Grass  
Softfall Surfaces  
Shade Structures

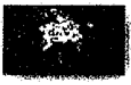


3 February 2015



Jessica  
Lennox Head Community Centre  
Cnr of Mackney Lane & Park Lane  
LENNOX HEAD NSW 2478

Dear Jessica,



Thank you for allowing Safety Surfaces the opportunity to present the following Quote in regards to your recent enquiry for *Lennox Head Community Centre; Extension to Wet Pour Rubber Surface (~85m2)*.



Safety Surfaces is a long established business that prides itself on delivering premium quality results to its clients. While our catalog extends to all aspects of structural landscaping, we have specialised in the supply and installation of premium Australian Made synthetic grass and softfall wet pour rubber surfaces.



This specialisation has lead us to work primarily within the Early Learning and Child Care market segment. Whilst this area is undeniably an area of focus, we do provide our services to a large range of industries, commercial and residential clients.



Safety Surfaces is QBCC licenced (1253409) and fully insured for your security and peace of mind. We are mindful of your industry requirements and can ensure that your surface is fully compliant with AS/NZS 4422:1996 standards.



Established in 1981, we are able to offer a wealth of experience in this specialist area to ensure you achieve the result you require. We appreciate your consideration of our Quote and welcome the opportunity to discuss and queries you may have.

Kind regards,  
Ben Stone  
Safety Surfaces  
1300 558 373  
ben@safetysurfaces.com.au



PO Box 236  
Boonah Qld 4310  
mail@safetysurfaces.com.au  
1300 558 373 1300 886 323

QBSA License #1253409



**QUOTE**

**Attention: Jessica**  
 Lennox Head Community Centre  
 Cnr of Mackney Lane & Park Lane  
 LENNOX HEAD  
 NSW 2478

**Quote Date**  
 3 February 2015  
**Quote Valid To**  
 3 March 2015  
**Quote Number**  
 Q-4269  
**Job Number**

**Lennox Head Community Centre; Extension to Wet Pour Rubber Surface (~85m2)**

Remove existing grass from area to be installed  
 Supply & install compacted crusher sub-base (max 70mm)  
 Supply & install SINGLE Colour CSBR Wet Pour Rubber Surface @ 15mm (~85m2)

Subtotal	8,685.45
GST	868.55
<b>Total</b>	<b>9,554.00</b>

**Confirmation of Acceptance**

We require payment of a 50% deposit before the works can begin with the balance due on completion. The deposit amount should be paid to: Safety Surfaces, BSB: 084-737, Account Number: 85-703-2992.

**Quote Notes**

- This Quote is subject to a site visit (if not completed prior to this Quote) to confirm the client supplied details, dimensions and access.
- This Quote is provided based on Normal Time hours of operation. Work performed outside our normal hours of operation by request of the client will constitute a variation and incur an additional charge.
- Any works outside the specific scope outlined in this Quote will be considered a Variation.
- This Quote is provided in Commercial Confidence. All details, photos, drawings and plans developed by Safety Surfaces are the Intellectual Property of Safety Surfaces. These items are supplied solely for the exclusive use of Safety Surfaces in conjunction with the works outlined in this Quote. Unauthorized use or sharing of this information is strictly prohibited without the express written consent of Safety Surfaces.



Safety Surfaces ABN 27 010 942 533  
(The Contractor)

**STANDARD TERMS AND CONDITIONS**

These are the Contractor ("we" or "our") standard Terms and Conditions which will apply to every contract when you as the Customer engage the Contractor to perform its services. When providing our services, we may also need to supply product/s.

Please refer to our Privacy Policy linked on our home page for information relating to our collection, storage and use of the details you provide when engaging us to provide our service.

The Contractor reserves the right to amend these Terms and Conditions from time to time at their discretion. Any changes made in such revision take immediate effect once the Customer is notified of such a change.

**ENGAGEMENT**

1. The Contractor represents and warrants that the Contractor has all the necessary skills, knowledge, experience and expertise to perform the services and will perform the service in a proper and competent manner.
2. The Contractor holds all necessary licences and permits required in order to allow the Contractor to perform the services. Where there are any applicable industry standards and codes, they will at all times be complied with by the Contractor. The Contractor and all the Contractor's employees and permitted sub-contractors are properly qualified, experienced, licensed (where applicable) and competent to properly perform and will perform the service to the required standards and codes.
3. Where any manuals are required in order for the Customer to enjoy or use the services, the Contractor will provide these to the Customer in such form as the Customer may reasonably require and for no additional fee.
4. If an event occurs that is beyond the reasonable control of the Contractor which prevents the Contractor from performing the service on or by the date agreed, the Contractor will immediately notify the Customer and give an estimate of the time for completion of the service.
5. The Contractor will provide all equipment and all materials as may be necessary to properly and efficiently perform the service. Unless otherwise agreed in writing all materials including products supplied will be new and of high quality fit for their purpose. All Contractor equipment will be safe for use, be properly maintained and capable of being used to carry out the service.
6. If the Customer requires a variation to the service, the Contractor will provide a quotation for performing the service as varied which additional sum will be added to the price if accepted by the Customer. If the Customer does not accept the quotation, the Contractor is not obliged to carry out the variation.
7. The Contractor may use sub-contractors to provide any of the service. In such circumstances, the Contractor will ensure that:
  - a. the sub-contractors so engaged are suitably qualified, hold all necessary licences and are otherwise able to perform the service in a proper and workman-like manner;
  - b. the sub-contractors so engaged do not by act or omission do or not do anything that would if done or not done by the Contractor be a breach any of these terms;
  - c. the sub-contractors so engaged have current or necessary insurances.
8. The Contractor is solely responsible for all fees payable to sub-contractors.

**ACCEPTANCE OF THESE TERMS**

9. Any act by the Customer or those legally acting on behalf of the customer which requests the Contractor to begin performing any services or providing any materials will be deemed as acceptance to these Terms and Conditions.
10. Once these Terms and Conditions are accepted they are irrevocable and cannot be amended without the written consent of the Contractor.
11. In the event there is more than one party as a Customer to these Terms and Conditions, all Customers will be jointly liable for these Terms and Conditions.
12. Should the Customer cancel the engagement of the Contractor after it has been accepted, the Customer agrees they may be held liable for any costs incurred by the Contractor in relation to the provision of the services and/or provision of products up to the point of cancellation.

**QUOTES, INVOICES AND PAYMENT**

13. A quote provided by the Contractor will remain valid for until the indicated expiry date. On expiry of that period, if the Customer wishes to proceed a new quote will need to be provided prior to the Contractor undertaking the service.
14. The Customer will pay the Contractor's fee on completion of the service. The price includes GST and is the full amount which the Customer will pay for the service.



**SAFETY**  
Synthetic Grass & Softfall Rubber Surfaces

15. The Contractor will issue a tax invoice for the service setting out the service performed, including any variation. This tax invoice will include the final price for the services performed and any goods provided, this price may vary from the quoted price at the discretion of the Contractor
16. Payment of the Contractor's tax invoice should be made in the following manner: Electronic transfer to the Contractor's nominated bank account, Credit card via PayPal or Cash.
17. Where the Customer fails to pay any tax invoice on or before the due date, the Customer agrees that the Contractor will add interest to the total outstanding amount at the rate of 3% interest per calendar month and that the Customer will be liable to pay an accrued interest in addition to the outstanding amount.
18. In the event the Customer defaults in payment of an invoice, the customer shall indemnify the Contractor from any costs incurred by the Contractor in recovering the outstanding amount, including but not limited to solicitors fees.
19. The Customer is not entitled to deduct any invoiced amount from any amounts owing to the Customer by the Contractor.

#### WORKPLACE HEALTH AND SAFETY

20. The Customer will ensure that, if the service is to be performed on the Customer's property, the Customer is authorised to occupy those premises and obtain the service.
21. The Customer will ensure that if the service is to be performed on the Customer's property, that at all times the property is safe and that all facilities provided by the Customer for the purposes of enabling the service to be performed are also safe.
22. The Customer will ensure that the Contractor will have unencumbered and unobstructed access to the area/s of the premises requiring the service.
23. The Contractor will ensure that at all times in performing the service it uses safe and proper procedures and practices and that all its employees are properly trained and supervised and observe all proper safety practices. Where protective equipment, materials or clothing are required these will be provided by the Contractor and the Contractor will ensure that these are used at all relevant times.
24. The Contractor will at all times have current Workers Compensation insurance and will, on request with prior notice, provide evidence to the Customer of its currency.

#### LIMITATION ON WARRANTY

25. The Contractor warrants that all the service it performs including any product it supplies as part of the service will be fit for its intended purpose, will be capable of being used by the Customer for its intended purpose and will perform in accordance within its applicable specifications (if any).
26. All statutory warranties that can be lawfully excluded are hereby expressly excluded.
27. To the extent permitted by law, the Contractor is not liable for negligence or otherwise to any person including the Customer for any loss or damage including consequential loss suffered or incurred in relation to the Contractor's service or products supplied.
28. Where the service is not of the kind ordinarily required for personal, domestic or household use or consumption then the liability of the Contractor is limited pursuant to s.64A of the *Competition and Consumer Act 2010* (Cth) to, at the discretion of the Contractor:
  - a. the supplying of the service again; or
  - b. the payment of the cost/s of having the service supplied again.

#### JURISDICTION

29. It is agreed by the Parties that these Terms and Conditions will be construed in accordance with the Law of Queensland and each Party covenants that it submits to the jurisdiction of the Courts of Queensland for the resolution of any dispute under the Agreement.

#### FORCE MAJEURE

30. Neither the Contractor nor the Customer shall be held liable for any breach of these terms where the breach arises from an act of God, war, natural disaster, terrorism or any other event beyond the reasonable control of either party.



Jessica Taylor  
(On behalf of Lennox Head Playgroup)  
43 Rainforest Way  
Lennox Head  
NSW 2478  
P: 0403571410  
E: [jessjeck@hotmail.com](mailto:jessjeck@hotmail.com)

Dear Councilors,

At the recent AGM of the Lennox Head Playgroup Committee it was proposed to extend the current soft-fall surface in the Children's Area to cover the grass-covered outdoor space. The reasons for this proposal were:

- the grass-covered space isn't used by the playgroup children as bindiis, ant bites and mud (with recent rain) hinder play
- on busy playgroup days, so many children playing within the current soft-fall space hinder each other's play as there is limited room to move about
- outdoor ball games and bike riding would be safer with a soft-fall surface covering the grassed area

The Playgroup would be the primary beneficiary of this soft-fall extension, and as such, we are willing to contribute to the cost of the works. Please see attached forms for details.

We feel that others who use the space, would also benefit from an extended soft-fall surface, as the bindiis, ants and mud must present challenges to others as well.

After discussion with Safety Surfaces personnel (who have provided a quote for the works) about potential deterioration of the surface in direct sunlight, they have confirmed that the only element of the surface that may deteriorate over time in direct sunlight is the colour - the safety rating and integrity of the surface will not deteriorate in direct sunlight. To circumvent colour fading, Safety Surfaces personnel recommend NOT trying to colour-match the existing soft-fall, but to choose an obviously different colour in order to give the space a long-lasting professional appearance.

Please contact me should you require any further information.

I look forward to hearing from you.

Kind regards,

Jessica Taylor  
Lennox Head Playgroup

### 10.3 Community Donations.DOC

Hello,

My name is Georgia Quinn and I'm a 21 year old student from Ballina. This May I will be swimming 2.2km of Butterfly in order to raise money for MCL, a rare type of cancer that is directly affecting our community at the moment. I thought by contacting some of the council, I might be able to gain some extra sponsorship and or promotion.

I feel that in doing this, I will be doing my best to help out many Ballina families that are suffering right now, and indirectly help people in the wider community - as well as our country. I would feel honoured if Ballina supported this issue as well. I feel that by supporting this issue, I too am attempting to create positive outcomes for the Ballina Shire.

You can find out more about the swim through my YouTube video: Georgia Flies for Cancer  
<https://www.youtube.com/watch?v=KBOwiTGE4eE>

And through my fundraising page:  
<http://nsw.cancercouncilfundraising.org.au/Georgiaguinn>

Thank you for taking the time to read this email and I'm looking forward to hearing from you soon.

Kind regards,  
Georgia Quinn

As discussed please see a breakdown of the current costs that we would ask council to consider a waiver or refund.

As a not for profit volunteer organisation constructing a community facility on council land we would request assistance with the following:

Condition 14 of the Development Application Consent Conditions.

14. **Civil Inspection Fee, Section 138 Fee & Construction Bond**  
Prior to the issue of a Section 138 Certificate, a Section 138 Certificate application is to be made as well as the following fees and bond are to be paid to Council which includes the amount of Goods and Services Tax payable. The fees and bond are subject to review and may vary from the time of consent till time of payment.

- Section 138 application fee: Refer to Council's Schedule of Fees & Charges
- Civil Inspection Fee: Equal to 3% of the estimated cost of the civil works generated by Council's Asset Spreadsheet (Refer to Council's Schedule of Fees & Charges for minimum fees)
- Civil Construction Bond: Equal to 5% of the estimated cost of civil works generated by Council's Asset Spreadsheet (Refer to Council's Schedule of Fees & Charges for minimum fees)

The Civil Construction Bond is taken and may be used by Council to cover the cost of any damage to Council's assets (eg sewer systems, footpaths, kerb and guttering etc) arising from private development work. The bond will be refunded upon completion of the development should no such damage occur.

We would particularly ask you to consider the Construction Bond considering the fact that it is council land on which the development is taking place.

The majority of the Asset information that will form these calculations has been sent to council (Richard Jerome) with the Hydraulics designs to follow in the next few days.

In addition we would ask that the quotation for lodgement (attached) be reviewed. While we understand that some of these levies are payable to other parties we would request that the council charges and inspection fees be reviewed.

I also attach the invoice for a water pressure certification that was required by our hydraulics engineer that has been paid by the preschool. We would request council consider a refund on this charge.

It is also my understanding that Alderson's also have an outstanding request in to you that we would ask you to consider.

If you require any further information please don't hesitate to give me a call.

Kind Regards,  
Katherine Buckley  
President



10.3 **Community Donations.DOC**



Ballina Shire Council  
 PO Box 450  
 Ballina NSW 2478

p. (02) 6686 4444  
 f. (02) 6686 7035

**Quotation**

Quote No. : 4,173  
 Quote Date : 11/03/2015  
 Expiry Date : 30 June 2015  
 Officer : Tracy Van Oorde

**Description** Alstonville Community Pre-Scholl, 21 Alston Avenue Alstonville  
 To undertake the erection of a community facility for use as a preschool  
 (Alstonville Community Preschool) and associated works including  
 access road and carparking, \$711,000

Fee Code	Fee Description	GST	Amt Inc. GST
33	Plumbing & Drainage Inspection Fee		\$760.00
34	Water Connection - Estimate		\$0.00
35	Building Inspection Fee - Commercial/Industrial	\$143.18	\$1,575.00
53	Sediment & Erosion Control Kit - Non PCA	\$1.14	\$12.50
55	Construction Certificate - Commercial/Industrial	\$170.16	\$1,871.75
71	Wastewater Plan Admin Fee (Sewer/Septic)		\$60.00
72	Section 138 Footpath and Gutter Xing		\$130.00
73	Section 68 Plumb Application Fee (Sewer)		\$160.00
LSL	Long Service Levy		\$2,488.00

Please ensure a copy of this quote is enclosed when lodging your Development Application. All DAs lodged should be accompanied by an estimated cost of work schedule in accordance with Council's Fact Sheet "Estimating Cost of Work for Development and Construction".

Quoted figures subject to change Quote Total \$314.48 \$7,057.25  
 Civil Inspection Fees may apply

TAX INVOICE/RECEIPT  
ABN #:53929887369  
Ballina Shire Council  
PO Box 450  
BALLINA NSW 2478  
Ph 02 6686 4444 Fax 02 6686 7035  
Email: council@ballina.nsw.gov.au  
Website: www.ballina.nsw.gov.au

Date 12/03/2015 15:16  
Receipt 00535533:0001 Terminal 22:785  
Katherine Buckley  
Greg Alderson & Associates  
133 Scarrabelottis Road  
NASHUA NSW 2479

Details	Amount
Water Mains Pressure 161/247578	150.00
Surcharge BPOINT	0.75
(GST 0.07)	
Invoice/Receipt Total:	150.75
Total Non-Taxable:	150.00
Total Taxable:	0.68
Total GST Payable:	0.07
Total Value	150.75
Tendered	
Credit	150.75
Change	0.00

Thank you for your payment