

General Meeting Agenda

Date: Tuesday 9/03/2021

Time: 7:30 – 9:00 pm

Venue: School library

Floreat Park Primary School
P&C Association



Agenda Items:

Item	Time	Topic of Discussion		Attached
1	7:00pm	Open meeting, welcome and apologies	CS	Annexed
2		Conflicts of interests Constitution Rule Review	CS	
3	7:05pm	Office Bearer Reports		
3.1		President & Vice President Report	CS	
3.2		Treasurer's Report	KS	Annexed
4	7:30pm	Executive Reports		
4.1		Principal's Report	JR	Annexed
4.2		Events & Fundraising Exec Report	CS	Annexed
4.3		Communications Report	LL	
4.4		Class Representative Coordinator Report	JG	
4.5		Grounds Report	LM	
5	7:50pm	Committee Reports / Comment		
5.1		Uniform Report	KR & LP	
5.2		Canteen Report	KW & CS	Annexed
5.3		Safety House Report	AL & CS	
5.4		Sustainability and gardening Report	JR and SA	Annexed
5.5		Floreat Dads Report	PA	
5.6		Book fair	KC	
6	8:20pm	Other Matters:		
6.1		School banking co-ordinator recruitment update	CS	
6.2		Correspondence	ND	
6.3		General Business (Bike rack area improvement, P&C logo, Front of school refresh, Traffic Warden Chandler Ave)		
		Next Meeting: Thursday week 6, term 2 27 May 2021 @ 7pm School Library	CS	
	8:30pm	Close of meeting	CS	

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AGENDA

1. Meeting open

Apologies: Anna Leshchinskaya

2. Conflicts of interest

Rule review

6.0 MEMBERSHIP

6.1 Membership is open to parents and carers of children attending the school and to citizens being over the age of eighteen years who support the objects or purposes of the Association.

6.2 Members of the Association are to receive a hard or electronic copy of the **Rules** of the Association (P&C Constitution).

6.3 Members of the Association must abide by the Rules of the Association.

6.4 The Principal of the school for which the Association is formed and where the Association is formed for a group of schools, the Principal of each school for which the Association is formed shall be an **ex officio member** of the governing body of the Association, may not be elected as an office bearer to any of its offices and may not be an **authorised signatory**.

6.5 A person desiring to become a member may do so at any **General Meeting** by payment of the membership subscription.

6.6 A Register of Members will be kept and maintained by the Honorary Secretary of the Association. Only **financial members** and ex officio members shall be listed on the register. The Register of Members will include the name, either the residential, postal or email address of each member and the date they became a member. Any changes to this information will be recorded within 28 days.

3.1 President and Vice President's report (CS and KC)

Welcome to our new families and members of the P&C for 2021! Such an exciting time to be joining the FPPS family - a new business plan is about to be launched, improving technology resources for our students and (hopefully) some exciting projects will be achieved this year.

P&C Levies

The P&C relies on three sources of income;

- Infrastructure Levy (\$102) – priorities relating to improving the school infrastructure, recent purchases include interactive whiteboards & laptop leases.
- General levy (\$152) – targeted initiatives from the school or P&C which directly impact the students, recent purchases include STEM resources, flexible furniture & sport marquees.
- Fundraising – a variety of events are held throughout the year to raise money for a P&C Project, recent purchases include the playground

We ask families to consider paying their levies as soon as possible and support fundraising events (if not through financial means, then please volunteer).

2021 P&C Projects

Bike rack area improvement – to be discussed later in general business

Play space for Pre-primary students

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Type B Traffic Warden – details later in President report, still looking into RAC Little Legends club. Feedback will be given at the next P&C meeting.

Traffic Management along Chandler Avenue

Please consider other pick up options (refer to map – **Annexed as A**);

1. Pick up older children from western side of McLean oval
2. Pick up older children from Reabold Tennis Club (teach them to use the road crossing on Chandler Ave)
3. Pick up older children from Floreat Forum (near Flourish)
4. Arrive to collect children from kiss n drop at 3.20pm
5. Encourage them to ride, walk or scooter to school

Upcoming count of people using “Cross walk” (Type A or Type B)

Please don't drive across ToC verges. Kids are everywhere!

Employing a Type B Traffic Warden at 'cross walk'

Does the P&C advertise and employ a type B traffic warden to encourage the use of the 'cross walk' on Chandler Avenue?

Proposal??

Days of work	School days only
Hours of work	8.15 – 9.15am 2.45 – 3.45pm
Rate of pay?	\$25 per hour
Per term	\$2500 per term / \$10k annually
Security checks	WWCC/police clearance
Training	Complete training for type B traffic warden

Motion – to be presented and voted on in general business.

3.2 Treasurer report (KS)

See attached as **Annexure B** report and financials

Canteen debit card

The 2019 P&C Constitution states that Canteens are allowed to use a debit card, where the debit card is a requirement of their operations. For P&Cs to use a debit card, Terms of Operations need to be in place.

MOTION (KS) That a debit card account be opened and be called the Floreat Park Primary School P&C Association Inc. debit card account.

MOTION (KS) That the Debit Card and Account Usage Policy dated 1 March 2021 be adopted for the year 2021 (Annexed as C**), and that the signatories to the account are;**

Claire Shoebridge, FPPS P&C President

Kirstie Smyth, FPPS P&C Treasurer

Karen Wilson, Canteen Manager

Canteen credit card

The Canteen currently uses a credit card. There is a bank account which holds a bond for this credit card. This account needs to be closed once the debit card has been authorised.

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MOTION: (KS) That the bank account associated with the Canteen Credit Card, Gold Term Deposit account, be closed once the Canteen debit card has been authorised.

4.1 Principal's report (JR)

See attached as Annexure D.

4.2 Events & Fundraising Exec Report (CS)

The 2021 Family Sundowner was cancelled. Therefore, the budget that had been endorsed at the Term 4 2020 meeting has not been spent.

Events calendar

Motion (CS): That the event calendar (Annexed as E) be adopted

Kindy/PP Fashion Night – term 2 budget approval done through Exec meeting dated 24 Feb 2021.

Harmony Week/70th School birthday celebrations

The school and P&C would like to recognise its 70th year by having a Mucky Duck band for the students on Friday March 19 2021. The students will be given an opportunity to have a dance on the oval; 11.30am-12.30pm PP -Yr 2 students, 1.30 -2.30pm Yr 3-6 students.

Alumni have been invited to have a tour of the classrooms and share recollections with the students. The event also occurs during Harmony Week – to give us opportunity to highlight the changing demographics at Floreat and the contributions of our diverse cultural groups.

Motion: That the P&C contribute \$1400 for the Mucky Duck Band to perform on Friday 19 March for the students in two performance.

Motion: That the P&C contribute \$300 for a cake to recognise the 70th birthday of the school and for the staff and students to enjoy on Friday 19 March.

Year 2 Parent Quiz Night (Bianca Howe)

Motion (CS): That the budget set out in Annexure F be approved as expenditure

Election Day Sausage Sizzle/Bake Sale

\$500 float was approved at the term 4 2020 meeting.

Motion (CS): That the budget set out in Annexure G be approved as expenditure for the Election Day Sausage Sizzle on Saturday 13 March at FPPS Basketball Courts.

Motion (CS): That the budget set out in Annexure H be approved as expenditure for the Election Day Bake Sale held on Saturday 13 March at Kindy Birkdale Road.

4.3 Communications report (LL)

Nothing to report.

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4.4 Class representative report (JG)

Hi everyone and welcome back to 2021.

The Class Representative Nominations have now been live for a couple of weeks. We need to have one class rep per class.

If you were a Class Rep last year please consider signing up again this year, or if you are thinking of doing it why not ask a friend in the class to do it with you?

On another note we would like to welcome Betty to the P&C Executive team, Betty has a little boy Alexander in Pre Primary and has kindly put her hand up to help out.

Betty will be taking over the Class Representative Coordinator role as I move into the Comms role this year.

Thank you Betty and welcome to the team!!

4.5 Grounds report (LM)

Nothing to report.

5.1 Uniform report (LP and KC)

As of 22 February 2021, The Uniform Shop has processed 132 orders since the beginning of Term 1.

As you know we are currently waiting on our new school Polo shirts with our new logo. Due to Covid there has been a hold up in the shipping of the new shirts from abroad. We have been informed by our supplier; Spartan School Supplies that they are now in transit and are expected to arrive by the end of March. Once they do, we will put out a Connect notice to let you know they are ready to be ordered via the Qkr! App. As expected we will have a tremendous amount of orders, and the volunteers will require extra help to process these. The shop will prioritise delivery on orders from new families and students from the younger year groups.

We have shifted a huge amount of secondhand polo shirts to new families that have started this year. Thank you to all this who have generously donated their good quality polo shirts to help with this. It is very much appreciated.

The Uniform shop has sold out of the school backpacks and have just ordered new bags that are identical in style to the old ones but the material will be lighter in weight and they will display the new school logo. A unisex lighter material short has now been added to our tackling. These have been very popular for both male and female students since they arrived.

We are currently seeking a Uniform Shop Coordinator to take on a more involved role with reports, stock control, ordering and liaising with suppliers and customers.

Please contact us at the shop if you are interested in taking up this very dynamic role.

5.2 Canteen report (KW and CS)

Annexure I.

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5.3 Safety House report from AL

1. Inventory and visual check up of current Safety Houses completed.
2. Updated map with 100% safe houses will be distributed in week 6.
3. Actions will be carried to clear out "grey" residencies throughout Term 1.

5.4 Sustainability and gardening report (JR and SA)

The provision of Greenbatch recycling bins are proposed to deal with recycled materials produced at school. Green batch is a local company and accept all types of plastic. They provide bins and bags as well as educational incursions. The approximate initial cost to get the program started is \$600 (Incl. GST).

It is recommended that a trial period of two terms are undertaken to determine whether the program will be successful.

Further promotion of the Containers for Change program will take place this year. To date the amount of \$240 has been collected from donations.
C10337940

MOTION: (JR) I propose a motion that the P&C spend up to \$600 to get the Greenbatch recycling bin program started at FPPS, by purchasing up to two bins.

5.5 Floreat Dads report (PA)

Nothing to report.

5.6 Book fair report

We are hoping to have two book fairs this year – one in Term 2 and one early in term 4. Jodi will be discussing some proposed dates with Jane in the next week or so. Once we have approval to proceed, we will put out a notice (hopefully via connect) to advertise the proposed dates, seek volunteers etc. Obviously, it will all be subject to COVID requirements.

6.1 School banking update (CS)

The P&C Exec has decided not to run School banking at this point in time. Betty Zhai has stepped down from this position.

6.2 Correspondence (ND)

Bank statements and school crossing survey outcome

6.3 General business (CS)

Bike rack area improvement (DG)

Bike rack area improvement – increase number of bike racks, improve concrete (reduce trip hazards). Longer term solution – improve fence and gate access to the area, possibly add a hedge/limestone fence – part of a front of school refresh – refer to General Business. Funding proposal – currently liaising with Floreat Lions Club to seek a financial contribution for this project.

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6.3.1 Motion (DG): That the sum of \$5,032.59 be approved for the Parkers Bike rack installation (quote attached as Annexure J).

Note that a further quote from Cora' Bike Racks was received for \$8,195 for the supply of the racks without installation. The quote is also attached for reference/comparison.

6.3.2 Motion (DG): That the sum of \$473 be approved for Diamond Cut Concrete, including GST, to grind down the concrete at the bike racks (quote attached as Annexure I)

Note that a second quote was also received from Virtscapes for \$1,250.

P&C Logo update

The school has a new fabulous logo! Currently the P&C logo is the old FPPS logo with bold red P&C over the top of the centre of the logo. The versions with writing on the side is done in red font.

Discussion:

Do we need to update our P&C logo in line with the new school logo??

Do we want our logo to look similar to the school logo??

Do we want our logo to be unique to the school logo??

We need to consider copyright with the new school logo.



Motion: That the P&C spend up to \$500 creating a new logo for the FPPS P&C Association.

We have received a quote from the company who did the FPPS new logo for \$500.

Traffic Warden – Chandler Avenue (CS)

Following on from the Presidents Report.

Motion: That the P&C employ a suitable person to fulfill the role of Type B Traffic Warden on Chandler Avenue up to a total of \$10,000 annually.

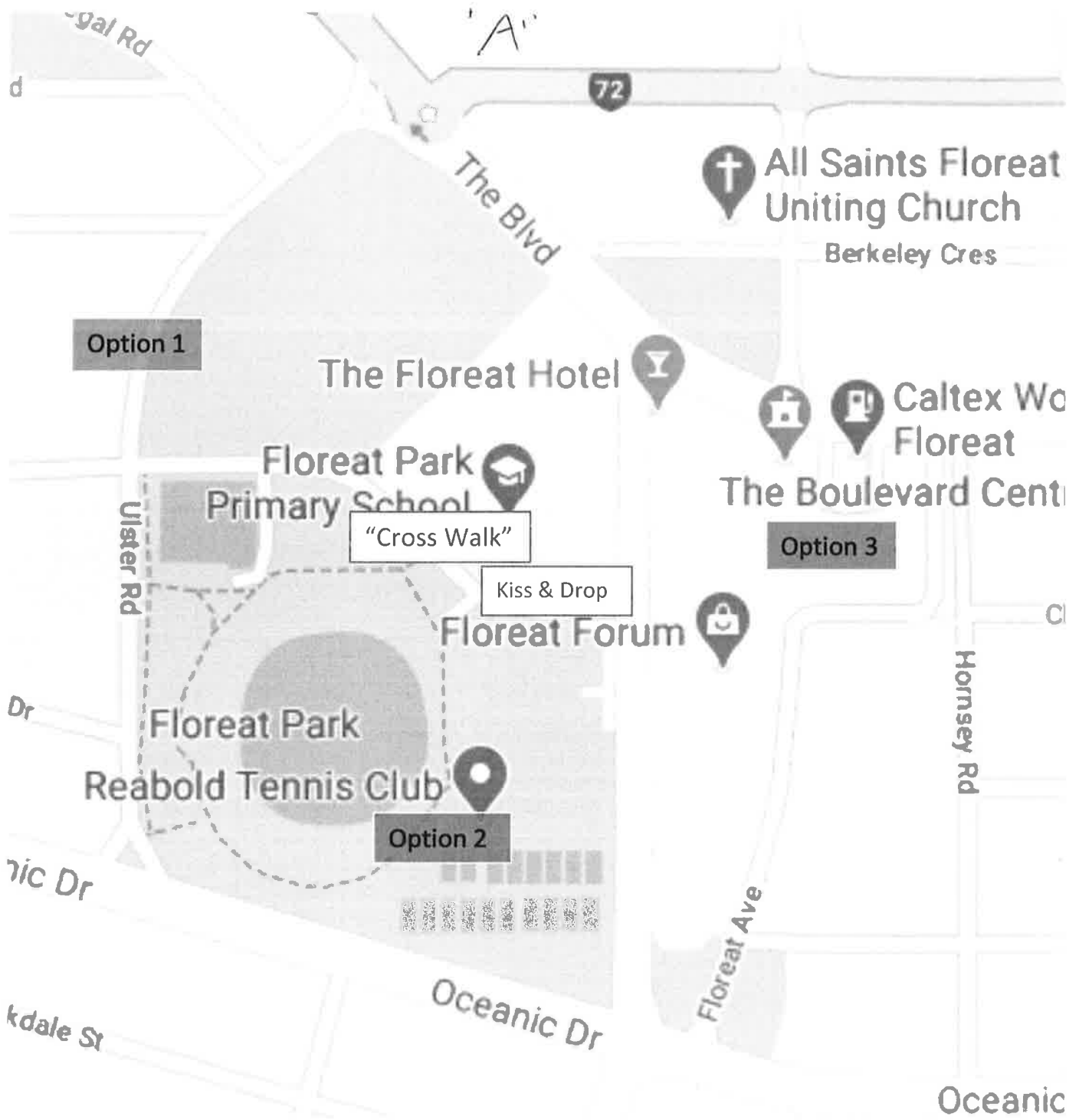
DATE FOR NEXT MEETING:

Thursday week 6 term 2

27 May 2021

7.00pm

School Library



Option 4: Arrive at 3.18pm, miss the traffic & stress

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Treasurer's Report

2 B 1)

Report Details

Date: 21 February 2021
Prepared By: Kirstie Smyth

Contributions to date

The P&C closed out 2020 with 79% P&C contributions and 76% P&C levies paid which was higher than the budget set at 65% for both but lower than previous years of 85%. For the 2021 year, we have increased our contributions and levies target to 85%.

For the 2021 year, we have already received \$22,533 General Levies (29%) and \$9,918 Infrastructure Levies (19%) which is a fantastic start to the year. Thank you to all those parents for so efficiently paying these fees. This enables us to immediately pay towards pre committed expenditure following the Term 1 meeting.

The overview of the bank balances below gives a summary of the opening position for the 2021 year as well as funds that have specific expenditure requirements, such as the Building Fund and pre committed expenditure, such as the laptop leases, stem resources and anticipated P&C running costs.

Balance at Bank (rounded)

The total bank balance as at 21th February 2021 is \$155,686. This includes :

Funds which are allocated to specific expenditure;

- Building fund \$3,661 (specific use requirements)
- Gold Term Deposit \$5,000 (guarantee for Canteen credit card)

Funds which are available for each of the areas;

- P&C funds \$42,424 (see committed expenditure below)
- Canteen \$47,470 (funding running costs and salaried positions)
- Uniform shop \$38,233 (upcoming stock purchases of new uniforms)
- Telesaver \$18,898

Of the P&C funds above, the following funds are accounted for as follows:

- Laptop leases \$12,500 (one remaining lease going until July 2021)
- P&C running costs remaining \$18,200
- Annual stem resources \$3,000
- Total: \$33,700*

Budget 2021

The proposed budget for 2021 has been based on planned contributions and expenditure founded on prior year run rates, conversations with the school around funding requests for this year as well as proposed fund raisers planned over the four school terms.

This is a change from last year where fund raising was kept to a minimum given the global economic environment. Once the budget is agreed, the various committed expenditure will be invoiced and the P&C will work with the school on their fund raising requests and begin the fund raising activities for Term 1.

Refer to the following for the YTD Financial Reports (At as 21.02.2021)
Addendum 1 for the Budget and Actuals YTD
Addendum 2 for the Profit and Loss
Addendum 3 for the Balance Sheet

Addendum 1 - Budget for 2021 and Actuals year to date

Floreat Park Primary School P&C

		Recovery rate 85%					
		2021					
		Proposed Budget		Actuals			
	Income	Expend	Feb 2021	Variance	% Contributions	Notes	
Opening bank balance	\$ 62,509		\$ 62,509	\$ -			
Building fund	\$ 3,611		\$ 3,611	\$ -			
Canteen fund	\$ 2,195		\$ 2,195	\$ -			
Accounts receivable	\$ 3,642		\$ 3,642	\$ -			
Current liabilities	\$ 11,715		\$ 11,715	\$ -			
2020 Cash Balance brought forward	\$ 48,630		\$ 48,630	\$ -			
Expenditure approved in 2020							
No funding requests carried over in 2020	\$ -		\$ -	\$ -			
Subtotal expenditure approved in 2020	\$ -		\$ -	\$ -			
2021 Funds available	\$ 48,630		\$ 48,630				
Voluntary Contributions							
General Levy forecast Current Yr (Based on 606 students @ 85%)	\$ 77,265		\$ 22,533	\$ 54,733	29%		
General Levy Banking Fees forecast recovery rate (\$2 per contribution)/ trsf to the school	\$ 1,030		\$ -	\$ 1,030			
Infrastructure Levy Banking Fees forecast recovery rate (\$2 per contribution)/ trsf to the school	\$ 1,030		\$ -	\$ 1,030			
2021 Funds available	\$ 48,630		\$ 48,630	\$ -			
Pre-Approved P&C Banking Costs	\$ 127,955		\$ 71,162	\$ 56,793			
Forecast Bank charges - CBA & Bankwest (Recovered from \$2 fee included per contribution)	\$ 2,079	\$ 46	\$ 2,033				
Banksia 2021 - Year 6 & school stock costs only	\$ 1,275	\$ -	\$ 1,275				
CFC - composting/gardening	\$ 400	\$ -	\$ 400				
Class Reps Sundowner	\$ 300	\$ -	\$ 300				
Yr 6 Graduation 2020	\$ 2,000	\$ -	\$ 2,000				
Stay and Play	\$ 800	\$ -	\$ 800				
Insurance (paid by the Canteen)	\$ -	\$ -	\$ -				
Web hosting - domain name & email addresses	\$ 500	\$ -	\$ 500				
MYOB Essentials	\$ 350	\$ 58	\$ 292				
WACSSO	\$ 800	\$ -	\$ 800				
2021 Fathering Project Fees	\$ 900	\$ -	\$ 900				
School Trophies and Ribbons (approved onwards 28/03/19)	\$ 3,000	\$ -	\$ 3,000				
Chaplaincy (approved onwards 28/03/19)	\$ 4,100	\$ -	\$ 4,100				
Parent Stalls (Mothers Day)	\$ 500	\$ -	\$ 500				
Parent Stalls (Fathers Day)	\$ 500	\$ -	\$ 500				
Other P & C Expenses	\$ 500	\$ -	\$ 500				
	\$ 18,004	\$ 104	\$ 17,900				
Subtotal of funds remaining before funding requests approval	\$ 109,951		\$ 71,058	\$ 38,892			
FUNDING REQUESTS (ranked in order of reference)							
Request FRC1_21: Traffic warden	\$ 10,000	\$ -	\$ 10,000				
Request FRC2_21: New bike racks	\$ 5,600	\$ -	\$ 5,600				
Request FRC3_21: Parent Info Sessions	\$ 800	\$ -	\$ 800				
Request FRC4_21: 70th Celebration Band	\$ 1,400	\$ -	\$ 1,400				
Request FRC6_21: Outdoor learning area	\$ 5,000	\$ -	\$ 5,000				
Request FRC5_21: School flag poles	\$ -	\$ -	\$ -				
Request FRC5_21: School sign	\$ -	\$ -	\$ -				
Total Funding Requests	\$ 22,800	\$ -	\$ 22,800				
Total Voluntary Contribution funds remaining	\$ 87,151		\$ 71,058	\$ 16,092			
INFRASTRUCTURE LEVY							
Infrastructure Levy Current Yr (Based on 606 students @ 85%)	\$ 51,510		\$ 9,918	\$ 41,592	19%		
Available funds for Infrastructure initiatives	\$ 51,510		\$ 9,918				
IT Projects as follows							
Laptop leasing - (ongoing Jan-April/July 2021 / Approved Dec19)	\$ 12,492	\$ 4,164	\$ 8,328				
Request FRL1_21: STEM resources (annual recurrence)	\$ 3,000	\$ -	\$ 3,000				
Request FRL2_21: Promethean/Interactive white boards	\$ 5,135	\$ -	\$ 5,135				
Total Infrastructure spend	\$ 20,627	\$ 4,164	\$ 16,463				
Infrastructure Funds remaining	\$ 30,683	\$ 5,754	\$ 24,929				
Funds after voluntary contributions and Infrastructure funds	\$ 117,834	\$ 76,812	\$ 41,021				
FUNDRAISING & OTHER INCOME							
Artwork Fundraiser - Junior Years	\$ 5,000	\$ -	\$ 5,000				
Athletics Carniva Cake Stall (term 3)	\$ 2,500	\$ -	\$ 2,500				
Book Fair	\$ 500	\$ -	\$ 500				
Cash for Cars	\$ 240	\$ 16	\$ 224				
Colour Fun Run	\$ 10,000	\$ -	\$ 10,000				
Fathers Day Stall (small business sponsorship)	\$ 500	\$ -	\$ 500				
Entertainment Book (term 3)	\$ 1,100	\$ -	\$ 1,100				
Kindy/PP Tea Towel	\$ 1,800	\$ -	\$ 1,800				
Mothers Day Stall (small business sponsorship)	\$ 500	\$ -	\$ 500				
Singlefile Wine Drive	\$ 3,000	\$ -	\$ 3,000				
State Elections Sausage Sizzle	\$ 3,000	\$ -	\$ 3,000				
Other Fundraisers	\$ -	\$ -	\$ -				
All school disco	\$ 475	\$ -	\$ 475				
Fundraising Donations	\$ 250	\$ -	\$ 250				
Other Fundraisers	\$ 100	\$ 19	\$ 81				
Stuck on You - label fundraiser	\$ 150	\$ -	\$ 150				
2021 Fundraising	\$ 29,115	\$ 35	\$ 29,080				
Other Income	\$ 35	\$ 2	\$ 33				
Bank Interest Income	\$ 35	\$ 2	\$ 33				
Other donations	\$ -	\$ -	\$ -				
Other Income	\$ 35	\$ 2	\$ 33				
Total funds remaining	\$ 146,984	\$ 76,850	\$ 70,134				
Building fund donations							
2020 Building fund	\$ 3,611	\$ -	\$ 3,611	\$ 0			
Building fund - Donations	\$ 500	\$ -	\$ 500	\$ 0			
2021 Building fund total	\$ 4,111	\$ -	\$ 4,111	\$ 0			
Closing balance (incl Building Fund)	\$ 151,095	\$ 80,461	\$ 70,634				

Cash at Bank As At 20 February 2021	\$ 155,685.85
Business Telenet Saver	\$ 18,897.82
Floreat Park P&C	\$ 42,422.86
Canteen	\$ 47,470.39
Uniform Shop	\$ 38,233.34
Building Fund	\$ 3,661.44
Gold Term Deposit	\$ 5,000.00

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Addendum 2: Profit and loss

Floreat Park Primary School P & C

Accrual mode

01 Jan 2020 - 31 Dec 2020

ABN: 79221966715

Generated 18 Jan 2021

		Total
Income		
4-1208	Voluntary General Levy	22,532.50
4-1209	Voluntary Infrastructure Levy	9,918.00
4-1300	Fundraising Donation	0.00
4-1301	Councillor Fund	0.00
4-1302	P&C Membership	1.00
4-2399	Mothers Day Stall	0.00
4-2405	Father Day Stall	0.00
4-2407	Building Fund - Donations	0.00
4-2409	Entertainment Books - Fundraiser	0.00
4-2613	Banksia - School/P&C Service	18.00
4-2414	Kindy/PP Tea Towels	0.00
4-2415	Disco event	0.00
4-2615	Floreat Dads	0.00
4-2616	Carnival Bake Stall	0.00
4-2617	Year 3 Quiz Night	0.00
4-2618	Cash For Cans Recycling	16.30
4-2619	Plant Sale	0.00
Total Income		32,485.80
Less Cost of Sales		
Total Cost of Sales		0.00
Gross Profit		
		32,485.80
Less Expense		
6 - 1006	Councillor Fundraiser	0.00
6-1400	Bank charges	46.21
6-1402	Banksia	0.00
6-1416	FR2 - Chaplaincy	0.00
6-1432	FR3a - Kindy Garden Refurb	0.00
6-1433	Yr6 Graduation - 2019/20	0.00
6-1438	FR10 - Marquees - 2020	0.00
6-1439	FR6 - Flexible Furniture -2019/20	0.00
6-1440	FR5- Music Room Upgrade	0.00
	Internet	0.00
6-3600	MYOB Fees	57.75

*2020 late

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6-3702	Kindy Camp Out 2020	0.00
6-4000	Postage & courier	0.00
6-4201	FR4 - STEM Resources	0.00
6-4400	WACSSO Fees	0.00
6-6607	Laptop Leasing- Ongoing cost	4,164.13
6-6614	Class Rep Event - Social	0.00
6-6615	FR7 2020 Outdoor Learning Furniture	0.00
9-1000	P&C Expenses	0.00
Total Expense		4,268.09
Operating Profit		28,217.71
Plus Other Income		
8-1200	Bank Interest income	1.90
Total Other Income		1.90
Less Other Expense		
Total Other Expense		0.00
Net Profit		28,219.61

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Balance Sheet

Floreat Park Primary School P & C

Accrual mode

31 Dec 2020

ABN: 79221966715

Generated 20 Feb 2021

		Total
Asset		
Banking		
1-1000	P & C Main Account	40,171.61
1-1100	Building Fund Bank Account	3,441.15
1-1200	TeleSaver Account	18,896.21
Total Banking		62,508.97
Current Assets		
1-1800	Accounts receivable	3,641.50
Total Current Assets		3,641.50
Fixed Assets		
Total Fixed Assets		0.00
Total Asset		66,150.47
Liability		
Credit Card		
Total Credit Card		0.00
Current Liabilities		
2-1601	The Canteen Fund	2,194.60
Total Current Liabilities		2,194.60
Long Term Liabilities		
Total Long Term Liabilities		0.00
2-1602	Current Liabilities	11,544.78
2-1605	Building Fund Creditor	170.00
Total Liability		13,909.38
Net Assets		52,241.09
Equity		
Current Earnings		
3-1800	Current year earnings	22,303.50
Total Current Earnings		22,303.50
Retained Earnings		
3-1600	Retained earnings	-14,005.17
Total Retained Earnings		-14,005.17

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3-9999	Historical balancing	43,942.76
Total Equity		52,241.09

Profit and loss

Floreat Park Primary School P & C

Accrual mode

01 Jan 2020 - 31 Dec 2020

ABN: 79221966715

Generated 20 Feb 2021

		Total
Income		
4-1208	2020 Voluntary General	64,295.50
4-1209	2020 Voluntary Infrastru	41,062.00
4-1300	2020 Fundraising Donati	2,460.00
4-1301	2020 Councillor Fund	300.00
4-1302	2020 P&C Membership	90.00
4-2399	Mothers Day Stall	368.46
4-2405	Father Day Stall	279.34
4-2407	Building Fund - Donation	1,408.00
4-2409	Entertainment Books - F	1,084.81
4-2414	Kindy/PP Tea Towels	1,518.00
4-2415	Disco	459.50
4-2600	Uniform Shop EFTPOS	0.00
4-2613	Banksia - School/P&C S	3,534.00
4-2615	Floreat Dads	1,960.99
4-2616	Carnival Bake Stall	2,663.71
4-2617	Year 3 Quiz Night	12.71
4-2618	Cash For Cans Recyclir	62.80
4-2619	Plant Sale	113.61
Total Income		121,673.43
Less Cost of Sales		
Total Cost of Sales		0.00
Gross Profit		121,673.43
Less Expense		
6 - 1006	Councillor Fundraiser	500.00
6-1400	Bank charges	846.25
6-1402	Banksia	4,660.00
6-1416	FR2 - Chaplaincy	4,100.00
6-1423	Ribbons - Yearly Fundin	3,000.00
6-1432	FR3a - Kindy Garden Re	2,717.00
6-1433	Yr6 Graduation	2,256.78
6-1438	FR10 - Marquees - 2020	2,953.50
6-1439	FR6 - Flexible Furniture	17,500.00
6-1440	FR5- Music Room Upgra	29,498.00
6-2600	Insurance	0.00
6-3600	MYOB Fees	327.25
6-3702	Kindy Camp Out 2020	3.96

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6-4000	Postage & courier	5.45
6-4201	FR4 - STEM Resources	3,000.00
6-4400	WACSSO Fees	798.32
6-6607	Laptop Leasing- Ongoing	26,145.30
6-6609	Email & Domain Fees	337.65
6-6614	Class Rep Event - Social	276.38
6-6616	Gardening	188.47
9-1000	P&C Expenses	286.55
Total Expense		99,400.86
Operating Profit		22,272.57
Plus Other Income		
8-1200	Bank Interest income	30.93
Total Other Income		30.93
Less Other Expense		
Total Other Expense		0.00
Net Profit		22,303.50

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**FLOREAT PARK PRIMARY SCHOOL
PARENTS & CITIZENS' ASSOCIATION INC**

**CANTEEN DEBIT CARD
TERMS OF OPERATION
(TERMS OF USE)**

As at 1 March 2021

- Debit card transactions, as with all P&C financial transactions, must be authorised by a General Meeting or Executive Committee meeting.
- The debit card account must be reconciled monthly by the P&C Treasurer and included in the financial statements (Treasurer's Report) to be presented to each General Meeting of the P&C.
- The Debit Card will be used under the terms and conditions of the bank that issues it.
- The P&C Association's debit card will be linked to a separate bank account, solely for the use of EFTPOS debit card transactions. The account is to be named: Floreat Park Primary School P&C Inc. Debit Card account.
- The name of the P&C must appear on the debit card.
- Debit cards are not be used to withdraw cash from ATM or using EFTPOS cash out facilities.
- The card balance can only be increased ('topped-up') by a deposit from dual authorised signatories.
- The maximum balance in the debit card account is to be \$500.
- Debit cards to be used for approved purchases up to the value of \$250.
- The printed EFTPOS receipt and itemised receipt must be forwarded electronically to the Canteen Bookkeeper and P&C Treasurer as soon as possible after the transaction.
- A debit card control register of authorised users will be maintained regularly.
- The debit card is to be stored in a safe when not assigned.
- The card PIN is to be held by the P&C Treasurer and changed annually.
- The card will be cancelled immediately if lost, misplaced or upon suspicion of misuse.



"D"

Principal's Report

General meeting: 9 March 2021

Report Details

After a false start, the year started smoothly. The staff are very grateful to parents and caregivers for working with us on this.

Please find below the enrolment profile we will be funded on this year.

Enrolments at Census

Kindy	61	Year 3	99
PP	80	Year 4	74
Year 1	71	Year 5	72
Year 2	66	Year 6	83

Total enrolments historically

2021	2020	2019	2018
606	619	614	622

Aboriginal students: 1

Disability funded students: 12

Funded EAL/D: 26

Breakdown of language spoken by EAL/D students - Chinese 7; Thai 3, Russian 3, Indian 3, Afrikaans 2, Spanish 2, Filipino 1, French 1, Dutch 1, Japanese 1, German 1, Iranian (Farsi) 1.

Comments

This is the number of enrolments we predicted at the end of last year. There was a small amount of movement during the holidays. Our decision not to go with a 4th kindy group was a valid one as we would have relied on out of area enrolments that we could not progress into pre-primary. Typically, we pick up between 5 – 10 in boundary students between kindy and pre-primary (first compulsory year of school).

With 83 students leaving at the end of the year and around 65 - 70 moving into pre-primary, it is likely enrolments will show a slight decline in 2022, unless new housing developments attract young families (e.g. the next stage at Perry Lakes).

The organisation chart is attached.



We welcome Matthew Wright to Floreat as our new Deputy Principal. Matthew brings a wealth of knowledge and experience to our team; we are thrilled to have him. Ms Bogusia Grabowski has returned from a year's leave. There are no other new staff.

End of 2020 and start of school 2021

End of Year parent meeting were very productive and responses to the provocations has provided us with some really useful information from parents that we use as evidence for future direction in the business plan. Main areas that emerged were strong support for increase in strategies to support social emotional learning and parent perspectives on the technology skills they felt it important their children learn. Notes and responses to provocations were posted in the Connect library.

Reports and class lists were posted on time.

The orientation sessions for pre-primary to Year 5 students is proving an excellent strategy in supporting the smooth transition between year levels and was strengthened by the use of transition journals across the school.

In spite of the late start, school started smoothly. The support of the community in adhering to COVID protocols was greatly appreciated.

Once students have settled into the school routine, teachers will contact parents at appropriate year levels regarding opportunities to visit/work in classrooms.

All other parent communications have been through Connect. We are currently looking at ways to hold assemblies to ensure physical distancing can occur.

Buildings grounds and infrastructure

Over the holidays we had some ceilings in the office and corridors either replaced or strengthened. New woodchips have refreshed the skyline.

COVID planning

We continue to have extra funding for additional cleaning during the day and to clean the playground.

All other Phase 4 protocols are promoted and observed. Once students have settled into their routine we will invite parents into classrooms using our booking system.

School's 70th Birthday

The first event to celebrate our 70 years will be held on Friday 19 March in conjunction with Harmony Week. Students will be invited to dress in a county costume of their choice. We have booked the Mucky Duck Bush Band and will be having a 70th cake for students. Rod Cohen is coordinating the day. Students who attended the school in 1951 have been invited back to speak with the children. An advertisement was put in the West Australian.

Key directions in 2021

This year is the start of our new business plan building on the foundations of the previous one. Focus areas for 2021 includes the work of the Future Technologies committee in designing a proposal for a more sustainable model of ensuring students access technology to support their learning. We are grateful to the P&C for their support in working towards this point over the past three years. Mark will update the P&C at the meeting.

Floreat Park Primary School
P&C Association



Our other area is a combination of authentically implementing the Aboriginal Cultural Standards Framework (ACSF) and working towards being a culturally responsive school. This is a priority area for all schools within the Department.

Last year a committee put in a lot of ground work to ensure every child was engaged in culturally appropriate curriculum linked experiences, as well as planning out how we can better send messages to our community that we acknowledge and value our cultural past.

A significant part of this is flying the Aboriginal Flag alongside the Australian, West Australian and Torres Strait Islander flags at the front of the school. NAIDOC week is at the end of Term 2 and we would like to give the community the opportunity to celebrate this by having 4 flagpoles installed as a co-funded project with the P&C and have Indigenous representation at the flag raising ceremony. Current for this project are \$9000 (based on 2020 prices).

Last week Claire, Kristy, Emma King and the admin team met with a company that installs electronic signs to discuss ideas on upgrading current signage. This is part of a front of school refresh so that Floreat gives a visual message to the community of being a contemporary and inclusive school respectful of its history and traditions.

Other aspects of the ACSF is identifying native plants, purchasing new ones for around the school and providing educational signage.

I will have a concept drawing to share at the meeting for further discussion.

We continue to work with Kiosk on the new website; its launch has been delayed due to the delay to the start of school but we are looking to prioritise this for the rest of term.

I am looking forward to a great year ahead.

Jane Rowlands

Principal



Strategic Leadership Team – Semester 1, 2021

		Principal Jane ROWLANDS		Deputy Principal Mark WALTERS		Deputy Principal Mathew WRIGHT		EAs	
		Deputy Principal Rod COHEN T, Wed (0.5),Th		Deputy Principal Mark WALTERS		Deputy Principal Mathew WRIGHT		EAs	
		Teachers							
Yr Level									
Year 6	Jessica Stoop Y6A - Room 6	Simon Heyting Y6H - Room 7	Mikayla Snow Y6S - Room 8						MAINSTREAM Christine ROWE Nardeen RYPER May WONG Lorna Tappenden Jackie Berretieri Jacinta SMITH Ella HOBBS
Year 5	Caroline Priskich/ Sally Cousins Y5PC - Room 5	Amanda Gibbon Y5G - Room 14	Lynn Power (FT Sem 1, Y5P - Room 4						
Year 4	Rob Cottam Y4C - Room 1	Nicole Fraser/ Opal-Rae Wright (0.4) Y4FW - Room 2	Deborah Morrison/ Janis Boyce Y4MB - Room 3						
Year 3	Paul Georgiades Y3E - Room 10	Jayne Prentice Y3P - Room 12	Robyn Comtesse/ Cara Chia Y3CC - Room 11	Bogusia Grabowski Y3G					SPECIAL NEEDS Amita KADAM Negar KHALILI Victoria STRANG Brooke WOODS Andrea FISHER Maria WALTHAM Jodie SAUNDERS
Year 2	Kerry Pym Y2P - Room 18	Owen Linehan Y2L - 17	Penelope Hickman/ Cara Chia Y2HB - Room 19						Emily McGough (0.4 DOTT)
Year 1	Leechelle Ruscoe Y1R - Room 21	Ros Watt/Ashleigh Nolan Y1W - Room 15	Gemma Cronan/ Charlotte Davey Y1CD - Room 16						
PP	Emma Di Lena/ Jemima Salisbury 0.6 PPDS - Room 24	Abby Hunter PPH - 23	Susannah Le Messurier/ Ashleigh Nolan PPLN - Room 22						
K	Ann Johnston (KR)	Emma Tanham (KY)	Emma Tanham (KG)	Sally Reghupathy (DOTT)					
Art (Room 20) Nicole KETTELL T, W, Th, F	PE (Student Services) Nancy TROPIANO T, W, Th, F	Music (Music Room) Gemma HADLEY	STEM (STEM Room) Shelley JENKINSON Emily McGough T & Th	Italian (Italian Room) Linetta FOTTI T, W, Th 0.6	Learning Support Co-Ordinator Emily ELDRIDGE 0.6 M, T, W	Jade 0.4 Sem 2 Y5P			
Manager, Corporate Services Sue MORGAN	School Officer Bridget PARKER Tiana LITTERICK (M, T, W, Th)	School Officer Jaymie GEORGIADES (Leave)	Librarian Jodie BARNES T, W, Th, F	School Psychologist Jodie BELL T, W, Th	Gardener Tony SZLICHTA M, T, W, Th	Cleaner in Charge Samuel MAKHRIS	Cleaner Babiker KORI Faiza MAHANNA		

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DRAFT 2021 P&C Events DRAFT						
TERM	ACTIVITY	DATE	TIME	VENUE	TYPE	MANAGING
ONE	Stay & Play 1 (ICE CREAM)	Harmony Week?	3.10pm	Basketball courts	Community	P&C Exec
	State Election bake stall/sausage sizzle	March		Kindy/Basket ball courts	Fundraising \$3,000	P&C President
	Singlefile Wine Drive	end of term 1		online/school pick up	Fundraising \$1500	Bianca Howe
	Harmony Week / 70th Birthday celebrations	15-21 March			Community	School & P&C Exec
	Kindy/PP Fashion Night		evening	Local business	Community	Claire Yow & Bianca Howe
	Entertainment Books	April	n/a	n/a	Fundraiser	Karen Wilson
TWO	Stay & Play Term 2 (cookies)	Friday wk 1, t2	3.10pm	Basketball courts	Community	P&C Exec
	Mother's Day Stall	May	online	Sustainable initiative	Fundraising \$500	Floreat Dads (?)
	Scholastic Book Fair (sem 1)				Fundraising	Kerrie Chapman
THREE	Stay and Play T3`	Friday wk 1, term 3	3.10pm	Basketball courts	Community	P&C Exec
	Colour Fun Run	tbd			Fundraising \$10,000	Jen Wilding
	Athletics Bake Sale	Athletics Carnival		McLean Oval	Fundraising \$2500	Year 5 class reps
	Scholastic Book Fair (sem 2)	Learning Journey			Fundraising	Kerrie Chapman
	Father's Day Stall	September			Fundraising \$500	
FOUR	Stay & Play Term 4	wk 1, term 4	3.10pm	Basketball courts	Community	Year 1 class reps
	Gratitude Wall	International Teacher Day	n/a	Chandler Ave fence	Community	Year 6 class reps
	Art4Cards	orders October/ delivery December			Fundraiser \$5000	Angela Sturdy & Year 3 class reps
	Kindy/PP Tea towels			Qkr	Fundraising \$1800	Kristy Corbett / PP Class reps
	Kindy Campout on McLean	November			Community	Floreat Dads
	School Disco				Community	Year 2 class reps & Year 4 class reps
TOTAL ESTIMATED FUNDRAISING:					\$24,800	

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**FLOREAT PARK PRIMARY P&C
P&C EVENT BUDGET FORM**

Claire Yow & Bianca Hayley Kindy/Y2 Quiz Night 2021		(Claire Yow & Bianca Hayley)		(Treasurer)	Auto	
REVENUE		# Tickets	Ticket \$\$	Expected	Actual	Variance
Ticket sales 75 @ \$25		75	25	\$1,875.00		\$1,875.00
				\$0.00		\$0.00
				\$0.00		\$0.00
TOTAL REVENUE				\$1,875.00	\$0.00	\$1,875.00
EXPENSES				Expected	Actual	Variance
Room Hire				\$395.00	\$0.00	\$395.00
Quiz Master				\$680.00	\$0.00	\$680.00
Decorations				\$150.00	\$0.00	\$150.00
Prizes				\$650.00	\$0.00	\$650.00
TOTAL EXPENDITURE				\$1,875.00	\$0.00	\$1,875.00
NET PROFIT/LOSS				\$0.00	\$0.00	\$0.00

Pre event:
 Email the completed form to President@fppspc.com.au and Treasurer@fppspc.com.au
 Confirm whether the event is to be self-funded or P&C funded (if a loss is anticipated).
 The event will be P&C sanctioned at a P&C or Exec meeting (depending on timings).
 Set up the Try Booking site (linking the P&C bank details).
 The event name is to be the reference used for any / all banking receipts.

Post event:
 Run a report from the Try Booking site showing total ticket sales.
 Collate all receipts/invoices noting the total expenditure for reimbursement.
 Send both the above to the Treasurer@fppspc.com.au within 14 days of the event and bank details for payment.
 Expenses will be reimbursed once expenses are confirmed and in line with the agreed budget.

P&C Bank Account:
 Name: Floreat Park Primary School P&C
 BSB: 306127
 Account: 0132457

Feedback/ Comments on the event

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1



**FLOREAT PARK PRIMARY P&C
P&C EVENT BUDGET FORM**

EVENT NAME: State Election 2021 Democracy Sausage EVENT ORGANISER: Claire Shoebridge FINANCIAL MEMBER: Y

(Event organiser & Event name)	(Event organiser)		(Treasurer)	Auto	
	# Tickets	Ticket \$\$	Expected	Actual	Variance
REVENUE					
Sausage in a bun	100	3	\$300.00		\$300.00
Bacon & Egg Burger	100	5	\$500.00		\$500.00
Juice Boxes	50	2.5	\$125.00		\$125.00
			\$0.00		\$0.00
TOTAL REVENUE			\$925.00	\$0.00	\$925.00
EXPENSES					
			Expected	Actual	Variance
Sausages	100	1	\$0.00	\$0.00	\$0.00
Rolls	200	0.5	\$100.00	\$0.00	\$100.00
Tomato, BBQ, Mustard sauces, Oil			\$50.00	\$0.00	\$50.00
Onions	1kg	1	\$5.00	\$0.00	\$5.00
Non-perishable items (paper towel, hand sanitiser, gloves, alfoil, alfoil trays)		1	\$50.00	\$0.00	\$50.00
Gas bottles	2	35	\$70.00		
Bacon	4kg	1	\$50.00		
Juice boxes	50	1.5	\$75.00	\$0.00	\$75.00
TOTAL EXPENDITURE			\$400.00	\$0.00	\$280.00
NET PROFIT/LOSS			\$525.00	\$0.00	\$645.00

Pre event:

Email the completed form to President@fppspc.com.au and Treasurer@fppspc.com.au
 Confirm whether the event is to be self-funded or P&C funded (if a loss is anticipated).
 The event will be P&C sanctioned at a P&C or Exec meeting (depending on timings).
 Set up the Try Booking site (linking the P&C bank details).
 The event name is to be the reference used for any / all banking receipts.

Post event:

Run a report from the Try Booking site showing total ticket sales.
 Collate all receipts/invoices noting the total expenditure for reimbursement.
 Send both the above to the Treasurer@fppspc.com.au within 14 days of the event and bank details for payment.
 Expenses will be reimbursed once expenses are confirmed and in line with the agreed budget.

P&C Bank Account:

Name: Floreat Park Primary School P&C
 BSB: 306127
 Account: 0132457

Feedback/ Comments on the event

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FLOREAT PARK PRIMARY P&C
P&C EVENT BUDGET FORM

EVENT NAME: State Election 2021 Bake Sale

EVENT ORGANISER: Claire Shoebridge

FINANCIAL MEMBER: Y

(Event organiser & Event name)	(Event organiser)		(Treasurer)	Auto	
REVENUE	# Tickets	Ticket \$	Expected	Actual	Variance
prices as per 2020 Athletics Bake Sale - using dot stickers as a price code			\$1,500.00		
			\$0.00		\$0.00
			\$0.00		\$0.00
			\$0.00		\$0.00
			\$0.00		\$0.00
TOTAL REVENUE			\$1,500.00	\$0.00	\$0.00
EXPENSES			Expected	Actual	Variance
Paper bags, napkins			\$50.00	\$0.00	\$50.00
			\$0.00	\$0.00	\$0.00
			\$0.00	\$0.00	\$0.00
			\$0.00	\$0.00	\$0.00
			\$0.00	\$0.00	\$0.00
			\$0.00	\$0.00	\$0.00
TOTAL EXPENDITURE			\$50.00	\$0.00	\$50.00
NET PROFIT/LOSS			\$1,450.00	\$0.00	-\$50.00

Pre event:

Email the completed form to President@fpsspc.com.au and Treasurer@fpsspc.com.au

Confirm whether the event is to be self-funded or P&C funded (if a loss is anticipated).

The event will be P&C sanctioned at a P&C or Exec meeting (depending on timings).

Set up the Try Booking site (linking the P&C bank details).

The event name is to be the reference used for any / all banking receipts.

Post event:

Run a report from the Try Booking site showing total ticket sales.

Collate all receipts/invoices noting the total expenditure for reimbursement.

Send both the above to the Treasurer@fpsspc.com.au within 14 days of the event and bank details for payment.

Expenses will be reimbursed once expenses are confirmed and in line with the agreed budget.

P&C Bank Account:

Name: Floreat Park Primary School P&C

BSB: 306127

Account: 0132457

Feedback/ Comments on the event

1

The Canteen

Report Details

Date	1 March 2021
Prepared By	Karen Wilson

Update and Key Activities

General

The Canteen usually operates 8.30 – 2.00 on school days and can be contacted by telephone on 0417 384 866. New canteen email address is canteen@fppspc.com.au

We sometimes have intermittent telephone reception in the canteen, should you need to contact us and can't get through please try contacting the school to relay the message.

Term 1 dates

- Pre Primary visit – Week 9 TBC
- Package Free - TBC

Menu

Our menu for term 1 is available on QKR and the daily specials are:

- Monday – Pizza
- Tuesday – Sushi
- Wednesday – Yummy Drummies & Chicken Burgers
- Thursday – Teriyaki Chicken
- Friday – Pies and Sausage Rolls

All lunchtime food must be ordered in advance (before 8.50am) via the QKR app under the heading "Menu".

A variety of food is available at recess over the counter for cash

Icy treats and drinks are available at lunch over the counter for cash

Should your child be unwell on a day that they have a lunch order, the order can be cancelled under receipts up to the cut off time of 8.50am after which you will need to contact the canteen.

Price Increases

Due to suppliers increased costs and QKR fees we need to do some small increases on selected items. A comparison of prices has been done with some of the other local school canteens to provide a benchmark on the increases. The last time the prices were increased was January 2019, this was across the full menu. The minimum price at recess will be go up to 30c.

Swimming Breakfasts

The canteen is also offering breakfast on Tuesdays and Thursdays after swimming training. These must be ordered in advance (before 8.50am on the day before breakfast is required) via the QKR app under the heading "Breakfast Swimming Menu"

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Roster

The canteen relies on people giving their time to assist our canteen coordinators and any member of our school community is welcome to volunteer for a two hour shift, either 9.30-11.30 or 11.30-1.30. Please sign up online at <http://signup.com/go/Rm6mNb> - your kids will love to see you behind the counter (and there's a free icecream in it for them!)

Year 6's helping serve at recess and lunchtime

IT

Email and software issues are still being worked on

Wishlist

Splashback for sink area – quotes have been sourced as follows:

Central Metals – Osborne Park - 0.9mm S/Steel Flat Sheet - 360mm wide \$118.80 inc GST

Metro Steel Services – Bibra Lake - Flat stainless steel splashback 1800mm long x 360mm high \$110.00 Inc GST

Thanks

Thank you to our wonderful staff, Lucy Stone and Angela Sturdy for all their hard work in the canteen and to our volunteers for finding the time to come in and help out.

Financials as at 31 December 2020

Income	185,532.97
Expenses	153,868.22
Profit	31,664.75

Profit and loss

Accrual mode

01 Jan 2020 - 31 Dec 2020

ABN: 79221966715

Generated 23 Feb 2021

Floreat Park P&C Canteen

38 Chandler Avenue, Floreat WA 6014, Australia

Compared to Last Year

		Total			
		Actual	Last Year	Var \$	Var %
Income					
4-0000	Birthday Vouchers	110.00	-	110.00 ↑	-
4-1700	Fundraiser - Other	-	75.00	75.00 ↓	100.0% ↓
4-1800	Online Canteen Orders	88,435.35	81,482.15	6,953.20 ↑	8.5% ↑
4-2400	Cash Sales	17,965.15	23,402.07	5,436.92 ↓	23.2% ↓
4-4500	School Functions	425.80	341.00	84.80 ↑	24.9% ↑
4-5000	Job Keeper Subsidy No GST	58,500.00	-	58,500.00 ↑	-
4-5500	ATO Cash Boost for Businesses	20,000.00	-	20,000.00 ↑	-
Total Income		185,436.30	105,300.22	80,136.08 ↑	76.1% ↑

Less Cost of Sales					
5-2000	Canteen Supplies	38,882.95	35,828.06	3,054.89 ↑	8.5% ↑
5-2800	Drinks	8,417.22	8,347.70	69.52 ↑	0.8% ↑
5-3000	Cleaning Products	13.98	34.85	20.87 ↓	59.9% ↓
5-3400	Bags and Paper	2,722.93	2,577.09	145.84 ↑	5.7% ↑
Total Cost of Sales		50,037.08	46,787.70	3,249.38 ↑	6.9% ↑

Gross Profit		135,399.22	58,512.52	76,886.70 ↑	131.4% ↑
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Less Expense					
6-1000	Accounting Fees	2,712.50	2,454.90	257.60 ↑	10.5% ↑
6-1200	Advertising	-	131.60	131.60 ↓	100.0% ↓
6-1400	Bank Charges	-	0.10	0.10 ↓	100.0% ↓
6-1450	Credit Card Fees	2,292.84	192.88	2,099.96 ↑	1,088.7% ↑
6-1500	Computer & Internet Expenses	720.00	852.63	132.63 ↓	15.6% ↓
6-1700	Commission Fees	-	2,420.06	2,420.06 ↓	100.0% ↓
6-1750	Depreciation - Plant & Equipment	2,566.86	1,211.55	1,355.31 ↑	111.9% ↑
6-2500	Equipment	452.18	665.29	213.11 ↓	32.0% ↓
6-2550	Gifts	-	50.00	50.00 ↓	100.0% ↓
6-2600	Insurance	1,234.50	652.50	582.00 ↑	89.2% ↑
6-3000	Memberships	177.00	177.00	0.00	0.0%
6-4200	Printing & Stationery	672.29	1,131.85	459.56 ↓	40.6% ↓
6-4800	Repairs & Maintenance	375.53	5,963.89	5,588.36 ↓	93.7% ↓
6-5400	Superannuation expense	4,997.01	3,763.49	1,233.52 ↑	32.8% ↑
6-5600	Telephone	477.32	390.00	87.32 ↑	22.4% ↑

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		Total			
		Actual	Last Year	Var \$	Var %
6-5700	Training	-	90.00	90.00 ↓	100.0% ↓
6-5750	Staff Amenities	-	16.85	16.85 ↓	100.0% ↓
6-6200	Wages & Salaries	85,736.11	39,615.48	46,120.63 ↑	116.4% ↑
6-6600	Workers Compensation Insurance	1,417.00	811.00	606.00 ↑	74.7% ↑
Total Expense		103,831.14	60,591.07	43,240.07 ↑	71.4% ↑
Operating Profit		31,568.08	-2,078.55	33,646.63 ↑	1,618.8% ↑
Plus Other Income					
8-1200	Interest income	96.67	133.76	37.09 ↓	27.7% ↓
Total Other Income		96.67	133.76	37.09 ↓	27.7% ↓
Less Other Expense					
Total Other Expense		0.00	-	0.00	-
Net Profit		31,664.75	-1,944.79	33,609.54 ↑	1,728.2% ↑

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Profit and loss

Floreat Park P&C Canteen
38 Chandler Avenue, Floreat WA 6014, Australia
Compared to Last Year

Accrual mode
01 Jan 2020 - 31 Dec 2020
ABN: 79221966715
Generated 23 Feb 2021

		Total			
		Actual	Last Year	Var \$	Var %
Income					
4-0000	Birthday Vouchers	110.00	-	110.00 ↑	-
4-1700	Fundraiser - Other	-	75.00	75.00 ↓	100.0% ↓
4-1800	Online Canteen Orders	88,435.35	81,482.15	6,953.20 ↑	8.5% ↑
4-2400	Cash Sales	17,965.15	23,402.07	5,436.92 ↓	23.2% ↓
4-4500	School Functions	425.80	341.00	84.80 ↑	24.9% ↑
4-5000	Job Keeper Subsidy No GST	58,500.00	-	58,500.00 ↑	-
4-5500	ATO Cash Boost for Businesses	20,000.00	-	20,000.00 ↑	-
Total Income		185,436.30	105,300.22	80,136.08 ↑	76.1% ↑

Less Cost of Sales					
5-2000	Canteen Supplies	38,882.95	35,828.06	3,054.89 ↑	8.5% ↑
5-2800	Drinks	8,417.22	8,347.70	69.52 ↑	0.8% ↑
5-3000	Cleaning Products	13.98	34.85	20.87 ↓	59.9% ↓
5-3400	Bags and Paper	2,722.93	2,577.09	145.84 ↑	5.7% ↑
Total Cost of Sales		50,037.08	46,787.70	3,249.38 ↑	6.9% ↑

Gross Profit		135,399.22	58,512.52	76,886.70 ↑	131.4% ↑
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Less Expense					
6-1000	Accounting Fees	2,712.50	2,454.90	257.60 ↑	10.5% ↑
6-1200	Advertising	-	131.60	131.60 ↓	100.0% ↓
6-1400	Bank Charges	-	0.10	0.10 ↓	100.0% ↓
6-1450	Credit Card Fees	2,292.84	192.88	2,099.96 ↑	1,088.7% ↑
6-1500	Computer & Internet Expenses	720.00	852.63	132.63 ↓	15.6% ↓
6-1700	Commission Fees	-	2,420.06	2,420.06 ↓	100.0% ↓
6-1750	Depreciation - Plant & Equipment	2,566.86	1,211.55	1,355.31 ↑	111.9% ↑
6-2500	Equipment	452.18	665.29	213.11 ↓	32.0% ↓
6-2550	Gifts	-	50.00	50.00 ↓	100.0% ↓
6-2600	Insurance	1,234.50	652.50	582.00 ↑	89.2% ↑
6-3000	Memberships	177.00	177.00	0.00	0.0%
6-4200	Printing & Stationery	672.29	1,131.85	459.56 ↓	40.6% ↓
6-4800	Repairs & Maintenance	375.53	5,963.89	5,588.36 ↓	93.7% ↓
6-5400	Superannuation expense	4,997.01	3,763.49	1,233.52 ↑	32.8% ↑
6-5600	Telephone	477.32	390.00	87.32 ↑	22.4% ↑

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		Total			
		Actual	Last Year	Var \$	Var %
6-5700	Training	-	90.00	90.00 ↓	100.0% ↓
6-5750	Staff Amenities	-	16.85	16.85 ↓	100.0% ↓
6-6200	Wages & Salaries	85,736.11	39,615.48	46,120.63 ↑	116.4% ↑
6-6600	Workers Compensation Insurance	1,417.00	811.00	606.00 ↑	74.7% ↑
Total Expense		103,831.14	60,591.07	43,240.07 ↑	71.4% ↑
Operating Profit		31,568.08	-2,078.55	33,646.63 ↑	1,618.8% ↑
Plus Other Income					
8-1200	Interest income	96.67	133.76	37.09 ↓	27.7% ↓
Total Other Income		96.67	133.76	37.09 ↓	27.7% ↓
Less Other Expense					
Total Other Expense		0.00	-	0.00	-
Net Profit		31,664.75	-1,944.79	33,609.54 ↑	1,728.2% ↑

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13



QUOTE

Floreat PS

Date
13 Nov 2020

Expiry
13 Dec 2020

Quote Number
QU-4152

Reference
30x Skinny Racks

ABN
25 166 985 093

Parkers WA Pty Ltd
Attention: Jonathan Wipp
08 9380 8382
0434 431 869
www.parkerswa.com
PO Box 699
KWINANA WA 6966
AUSTRALIA
ABN: 25 166 985 093

Description	Quantity	Unit Price	Discount	GST	Amount AUD
Floreat Primary School Jim - 0478 213 001 greencycles01@gmail.com					
'Skinny' Surface Mount Bike Rack Each rack parks 2x bikes 340mm wide 800mm tall HDG finish Australian Standard AS2890.3 (2015)	30.00	100.00		10%	3,000.00
Standard Bollard/Bike Rack Install - Surface Mount Fixings Included	30.00	75.00	33.33%	10%	1,500.08
Mobilisation / Delivery to site within 45km radius of WA 6000 Assumes single mobilisation. Actual number of mobilisations billed per project if delay is caused by client/3rd party.	1.00	75.00		10%	75.00
Subtotal (includes a discount of 749.92)					4,575.08
TOTAL GST 10%					457.51
TOTAL AUD					5,032.59

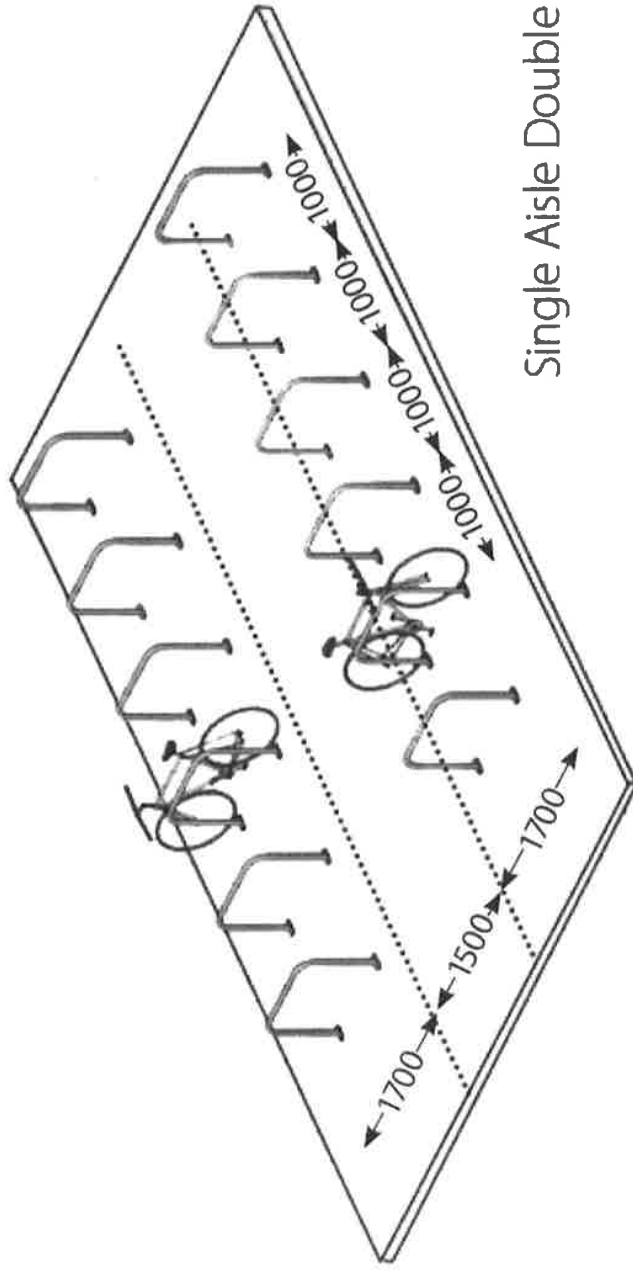
Terms

All quotations are valid for 30 calendar days.

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Full payment is required at time of order with remittance/funds to be received and cleared prior to dispatch/installation of goods and services.

Please allow for a 2% surcharge if paying by credit or debit card.



Single Aisle Double Side

CORA BIKE RACK

PRODUCT SPECIFICATION SHEET



CBR SERIES

CBR2'B' AND CBR2'F' BIKE RACKS

The Cora CBR Series offer a wide range of attractive bike rail designs that can be installed as single units or in clusters to accommodate 1 to 100's of bikes in an unlimited variety of configurations and in challenging spaces. CBR Series bike rails are designed to support the entire bike frame and each unit can accommodate up to 2 bikes, with 1 bike on each side.



Capacity

- Single side access - 1 bike
- Double sided access - 2 bikes

Construction

- Heavy duty high quality steel or 316 stainless steel
- 48.3 OD x 2.77 MD

Fixings

- 'B' 4 x M10 x 80mm stainless steel anchor bolts with tamper resistant fasteners supplied, 150mm x 6mm round base plate
- 'F' Concrete fix in-situ bike rail ends include spigots for a secure fix



Finishes

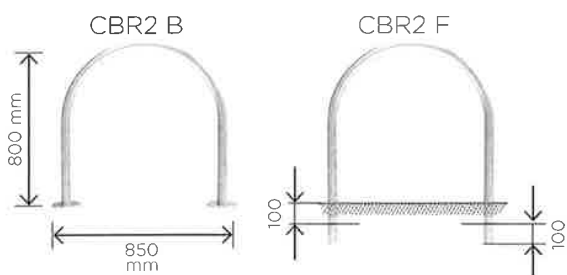
- In Stock - Galvanised
- In Stock - 316 Stainless Steel with Electropolish
- Option - 304 Stainless Steel
- Option - Colour Powder Coat (Cora standard colour range)

Assembly

- Supplied fully welded and assembled

Compliance

- Rack is AS2890.3 (2015) compliant

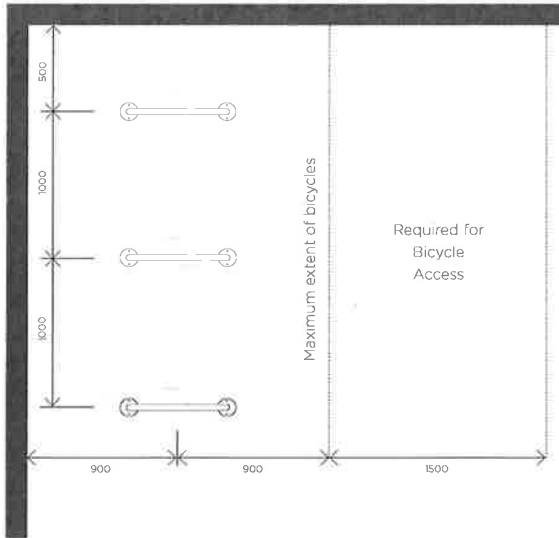


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CORA BIKE RACK

PRODUCT SPECIFICATION SHEET

Parallel
Double
Side

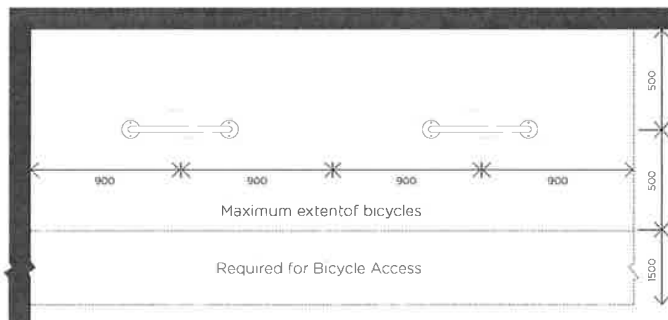


CBR LAYOUT GUIDE
To comply with AS2890.3 (2015)
CBR Series racks should be
mounted with the spacings shown.

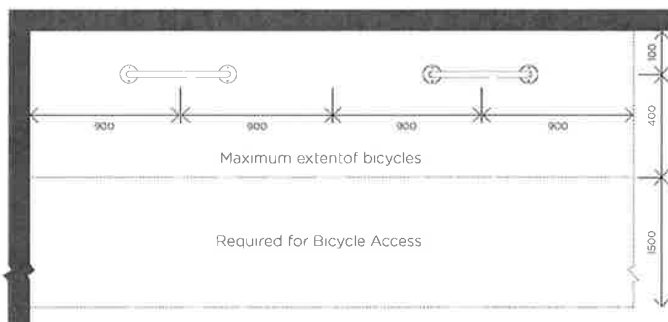
For specific assembly and installation instructions relating to CBR Series racks, please refer to individual instruction information sheets.

Racks should not be installed, based on the information on this sheet alone.

In- Line
Double
Side



In- Line
Single
Side

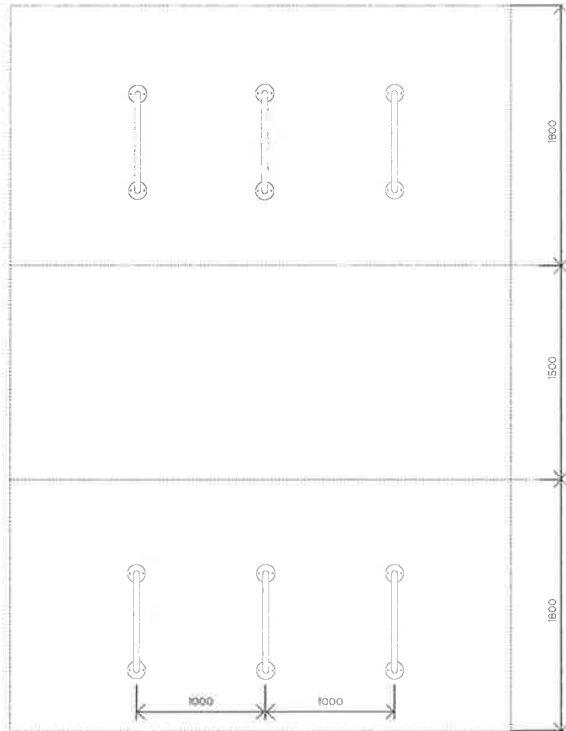


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CORA BIKE RACK

PRODUCT SPECIFICATION SHEET

Single Aisle Double Side



CBR LAYOUT GUIDE

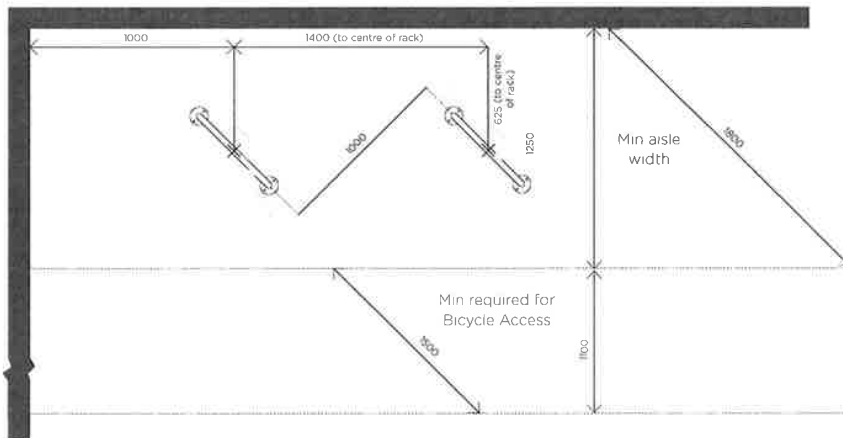
To comply with AS2890.3 (2015)

CBR Series racks should be mounted with the spacings shown.

For specific assembly and installation instructions relating to CBR Series racks, please refer to individual instruction information sheets.

Racks should not be installed, based on the information on this sheet alone.

Angle Double Side



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CORA
BIKERACK

PH 1800 249 878

sales@cora.com.au

www.cora.com.au

CORA BIKE RACK

PRODUCT SPECIFICATION SHEET



EXPO 7510

MULTIPLE BIKE RACK

The Cora Expo Series is the proven solution where multiple bicycle parking spaces are required. As Australia's most popular bike rack design, the Expo 7510 offers an attractive, secure and versatile facility that offers a compact spacing option for maximum capacity. The Expo Series are designed for ease of use and installation, can be installed for single or double sided access, and can be used for indoor and outdoor applications.



Capacity

- Single side access - 5 bikes across inside bays and 1 bike on each outside end = 7 spaces
- Double sided access - 1 bike in each alternating bay, from each side, and 1 bike on each outside end = 10 spaces

Construction

- Heavy duty high quality steel or 316 stainless steel
- Mainframe 60.3 OD x 3.2 MD. Hangers 20mm round bar

Fixings

- 2 x M10 x 125mm stainless steel anchor bolts with tamper resistant fasteners supplied

Finishes

- In Stock - Galvanised
- In Stock - 316 Stainless Steel with Electropolish
- Option - 304 Stainless Steel
- Option - Colour Powder Coat (Cora standard colour range)

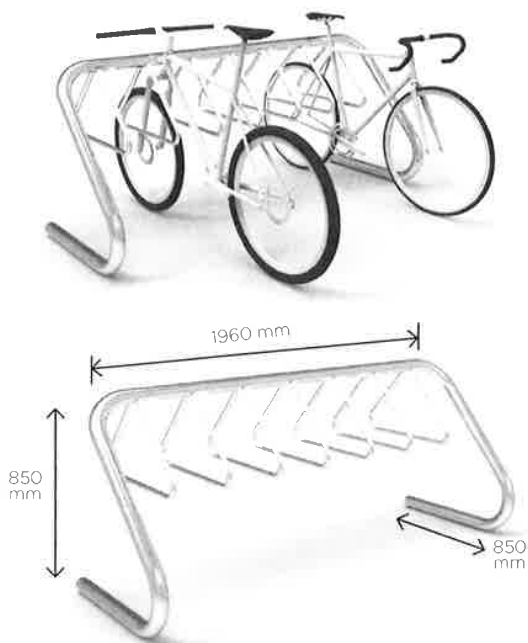
Assembly

- Supplied fully welded and assembled

Compliance

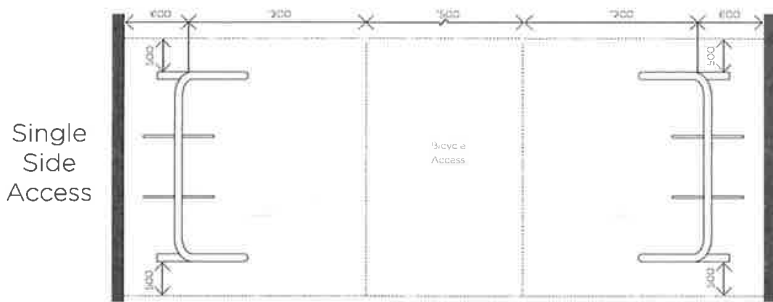
- Rack is AS2890.3 (1993) compliant

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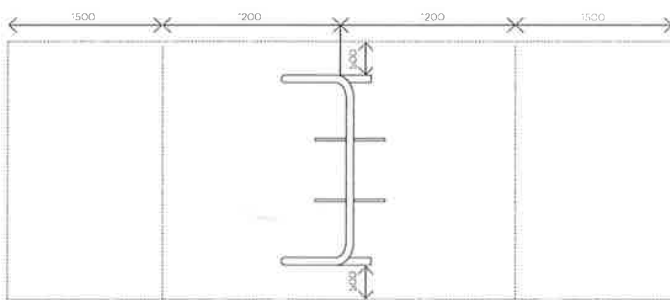


CORA BIKE RACK

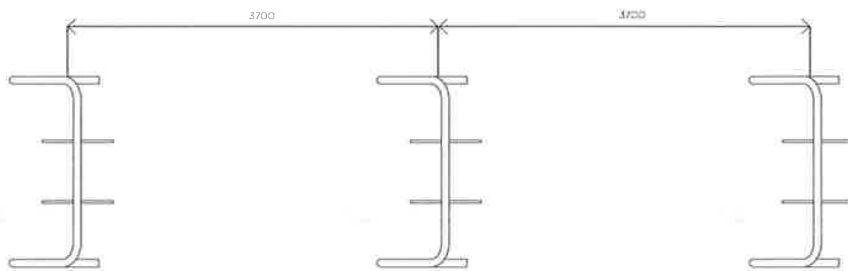
PRODUCT SPECIFICATION SHEET



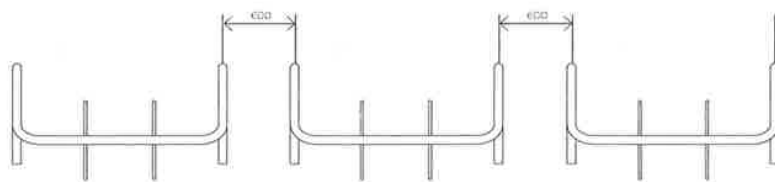
Single Side Access



Double Side Access



In-Line Cluster



Parallel Cluster

To comply with AS2890.3 (1993) Expo 7510 rack should be mounted with the spacings shown.

For specific assembly and installation instructions relating to Expo 7510 racks, please refer to individual instruction information sheets.

Racks should not be installed, based on the information on this sheet alone.



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CORA
BIKERACK

PH 1800 249 878

sales@cora.com.au

www.cora.com.au

QUOTE



Customer: David Graieg 2

Quote Number
QU-15216

Cora Bike Rack Pty Ltd
ABN 45 079 353 254
GPO Box 634

Project Reference:

Date
05 Dec 2020

SYDNEY NSW 2001
AUSTRALIA

Delivery Area:

Expiry
05 Mar 2021

P: 1800 249 878
F: 1800 249 879
sales@cora.com.au
www.cora.com.au

Item	Description	Quantity	Unit Price	GST	Amount AUD
CBR2B-G	Bike Parking Rail, base plate fix, galvanised, security fixings included	30	170.00	10%	5,100.00
INS	Installation - by 3rd party contractor - see terms below Into Pre-Existing Concrete	1	2,150.00	10%	2,150.00
FR	Freight Delivery - see terms below	1	200.00	10%	200.00
Subtotal					7,450.00
Total GST 10%					745.00
TOTAL AUD					8,195.00

UPDATE – COVID-19: Availability and Delivery times

Cora currently has stock of most items and continues to manufacture additional stock. However, there may be unforeseen disruptions to our supply chain due to Covid-19. Stocked items will be sold and delivered to pre-paid orders as priority. Items cannot be held without pre-payment and storage fees. Please contact us for up to date availability and delivery times for urgent orders.

Product Documents

Product Specifications, Finish & Colour options, Warranty, Installation Instructions, DWG and Revit files are available to download [here](#)

How to Order

To place an order, simply return a copy of this Quote together with a Purchase Order or Order Confirmation by email. Please ensure to include the delivery address, site contact name and phone number. If you require any changes, let us know and we will send you an updated Quote.

Once we receive the complete order details we will return a Tax Invoice – please note our Payment Terms below:

Payment Terms

Orders must be prepaid before delivery.

Payment can be made by credit card, EFT or cheque. Payment details will be included on our Tax Invoice.

New customers may apply for 30 day payment terms by downloading, completing and returning one of the following forms:

* orders under \$5000 - New Customer Engagement form: [here](#)

* orders over \$5000 - Creditor Application or Directors Guarantee form: [here](#)

Trading Terms

This quotation is subject to our trading terms, which are detailed on our website – www.cora.com.au/tandc

As our business relationship with you will be governed by these terms, we suggest you check our website prior to placing an order.

Delivery

Delivery terms are detailed on our website - www.cora.com.au/tandc

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Item	Description	Quantity	Unit Price	GST	Amount AUD
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Delivery of in-stock items is normally within 2-8 business days depending on delivery location. Out of stock or made to order items will have extended delivery times. Contact us for delivery time estimates and current stock levels. Please advise us immediately if a delayed delivery date is required in order to avoid additional shipping and storage charges. Delivery service is curb side only and unload assistance will be required to avoid additional shipping charges. Chep pallets must be returned to the delivery driver immediately to avoid extra charges.

Installation

Delivery terms are detailed on our website - www.cora.com.au/tandc

Cora Bike Rack can arrange 3rd party contractors to carry out installations for our customers. Installation quotes are based on the following:

Free parking is provided on or near site; all racks to be located by customer in the area racks are to be installed; all protective wrapping to be removed from the racks by the customer; racks to be installed to existing concrete surface or heavy-duty masonry walls suitable for bike racks unless otherwise noted in quote; no changes to layout plans provided by customer; all infrastructure obstructions to be noted on plans provided by customer, disposal of protective packaging materials off site is not included; site access is available without delays or interruptions during work hours (9-5pm) on installation days; site induction time not included.

An additional charge of \$100 plus GST per hour will be charged for all time required to attend issues above, plus costs.

QUOTE



Customer: David Graieg 3

Quote Number
QU-15217

Cora Bike Rack Pty Ltd
ABN 45 079 353 254
GPO Box 634

Project Reference:

Date
05 Dec 2020

SYDNEY NSW 2001
AUSTRALIA

Delivery Area:

Expiry
05 Mar 2021

P: 1800 249 878
F: 1800 249 879
sales@cora.com.au
www.cora.com.au

Item	Description	Quantity	Unit Price	GST	Amount AUD
Expo 7510-G	Multi-bike Rack, galvanised, security fixings included *\$1150 plus GST per unit for 316 Marine Grade Stainless Steel	6	750.00	10%	4,500.00
INS	Installation - by 3rd party contractor - see terms below	1	600.00	10%	600.00
FR	Freight Delivery - see terms below	1	275.00	10%	275.00
Subtotal					5,375.00
Total GST 10%					537.50
TOTAL AUD					5,912.50

UPDATE – COVID-19: Availability and Delivery times

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Product Documents

Product Specifications, Finish & Colour options, Warranty, Installation Instructions, DWG and Revit files are available to download [here](#)

How to Order

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Payment Terms

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* orders over \$5000 - Creditor Application or Directors Guarantee form: [here](#)

Trading Terms

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Item	Description	Quantity	Unit Price	GST	Amount AUD
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Delivery

Delivery terms are detailed on our website - www.cora.com.au/tandc

Delivery of in-stock items is normally within 2-8 business days depending on delivery location. Out of stock or made to order items will have extended delivery times. Contact us for delivery time estimates and current stock levels. Please advise us immediately if a delayed delivery date is required in order to avoid additional shipping and storage charges. Delivery service is curb side only and unload assistance will be required to avoid additional shipping charges. Chep pallets must be returned to the delivery driver immediately to avoid extra charges.

Installation

Delivery terms are detailed on our website - www.cora.com.au/tandc

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An additional charge of \$100 plus GST per hour will be charged for all time required to attend issues above, plus costs.

QUOTE



Customer: David Graieg

Quote Number
QU-15215

Cora Bike Rack Pty Ltd
ABN 45 079 353 254
GPO Box 634

Project Reference:

Date
05 Dec 2020

SYDNEY NSW 2001
AUSTRALIA

Delivery Area:

Expiry
05 Mar 2021

P: 1800 249 878
F: 1800 249 879
sales@cora.com.au
www.cora.com.au

Item	Description	Quantity	Unit Price	GST	Amount AUD
CBR2B-316	Bike Parking Rail, base plate fix, 316 stainless, security fixings included	30	330.00	10%	9,900.00
INS	Installation - by 3rd party contractor - see terms below Into Pre-Existing Concrete	1	2,150.00	10%	2,150.00
FR	Freight Delivery - see terms below	1	200.00	10%	200.00
Subtotal					12,250.00
Total GST 10%					1,225.00
TOTAL AUD					13,475.00

UPDATE – COVID-19: Availability and Delivery times

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Product Documents

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Payment can be made by credit card, EFT or cheque. Payment details will be included on our Tax Invoice.

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* orders over \$5000 - Creditor Application or Directors Guarantee form: [here](#)

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Delivery

Delivery terms are detailed on our website - www.cora.com.au/tandc

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Item	Description	Quantity	Unit Price	GST	Amount AUD
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Installation

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An additional charge of \$100 plus GST per hour will be charged for all time required to attend issues above, plus costs.

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K 11



Our Reference: Q11797

20th January 2021

David Graieg
P&C Executive
Floreat Park Primary School
38 Chandler Ave West
Floreat WA 6014
Via: exec@fppspc.com.au

David,

Q11797 Floreat Park Primary School Grind lower 2 x trip hazards 38 Chandler Avenue West Floreat

Thank you for the opportunity to provide a Quotation for the above Job. This pricing is subject to the information provided and valid for 90 days from the above date. All pricing is exclusive of GST.

Scope of Service

- Grind lower 2 x trip hazards 38 Chandler Avenue West Floreat,

Location: Floreat

Inclusive

- It is assumed that the cutting works are to be completed **during normal hours 7:00am to 3:00pm Monday to Friday**
- Wet Vac
- Travel & Establishment

Excludes

- Parking fees
- Shoring and Propping (by client)
- Temporary Protection Barricading and hoarding by client
- Traffic Management
- Water (by client)
- Power (by client)

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Notes

- Any downtime or hold ups on site will attract an additional charge.
- GPR Scanning – Our equipment is designed to scan slabs and walls to a max depth of 600mm.
 - Whilst all care is taken in scanning for electrical conduits, pipes and other services, there are limitations to the capabilities of the equipment used. Some services do not radiate any signal and therefore cannot be detected. NO LIABILITY is accepted for services that are und
- All works are clearly marked prior to work starting.
- Work area will need to be clear to allow full uninterrupted access.
- **Assumptions:**
 - Our operator will endeavour to prevent any spillage of the concrete slurry with the Wet Vacuum. We do not guarantee that the area will be 100% clean and stain free.
 - No responsibility is taken for the accidental cutting of services within the concrete if not marked and clearly communicated to the operator prior to the work starting.
 - Supply mains water and electricity within fifty (50) metres and thirty (30) metres respectively
 - Site bin to be placed on lawn near the works.
 - No allowance has been made for disconnections of any services.
 - All services must be disconnected prior to works starting.
 - If any works are stopped due to asbestos being found remobilizations fees apply.
 - If quantities change by more than + or – 5% rates will need to be quoted.
- Refer below our terms and conditions.

Price inclusive of the above:

Description	Qty	Units	Rate	Amount (\$)
Grind down 80cm trip hazard	2.00	No	215.00	430.00
Subtotal				430.00
GST				43.00
Total				473.00

We trust this quotation meets with your approval and await your further advice. If you have any queries, please do not hesitate to contact me on 9331 3600 or my mobile 0417 130 300.

Regards.

Philip Sweeney

E: quotes@diamondcutconcrete.com.au

Attachments.

1. General Conditions of Contract

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General Conditions of Contract

1. Definitions

- 1.1 "Contract" means the terms and conditions contained herein, together with any Quotation, order, invoice or other document or amendments expressed to be supplemental to this Contract.
- 1.2 "Contractor" means Select Investments Holdings Pty Ltd T/A Diamond Cut Concrete its successors and assigns or any person acting on behalf of and with the authority of Select Investments Holdings Pty Ltd T/A Diamond Cut Concrete.
- 1.3 "Client" means the person/s, entities or any person acting on behalf of and with the authority of the Client requesting the Contractor to provide the Services as specified in any proposal, quotation, order, invoice or other documentation, and:
- (a) if there is more than one Client, is a reference to each Client jointly and severally; and
 - (b) if the Client is a partnership, it shall bind each partner jointly and severally; and
 - (c) if the Client is a part of a Trust, shall be bound in their capacity as a trustee; and
 - (d) includes the Client's executors, administrators, successors and permitted assigns.
- 1.4 "Incidental Items" means any goods, documents, designs, drawings or materials supplied, consumed, created or deposited incidentally by the Contractor in the course of it conducting, or supplying to the Client, any Services.
- 1.5 "Services" mean all Services supplied by the Contractor to the Client at the Client's request from time to time.
- 1.6 "Confidential Information" means information of a confidential nature whether oral, written or in electronic form including, but not limited to, this Contract, either party's intellectual property, operational information, know-how, trade secrets, financial and commercial affairs, contracts, client information (including but not limited to, "Personal Information" such as: name, address, D.O.B, occupation, driver's license details, electronic contact (email, Facebook or Twitter details), medical insurance details or next of kin and other contact information (where applicable), previous credit applications, credit history) and pricing details.
- 1.7 "Cookies" means small files which are stored on a user's computer. They are designed to hold a modest amount of data (including Personal Information) specific to a particular client and website and can be accessed either by the web server or the client's computer. **If the Client does not wish to allow Cookies to operate in the background when ordering from the website, then the Client shall have the right to enable / disable the Cookies first by selecting the option to enable / disable provided on the website, prior to ordering Services via the website.**
- 1.8 "Price" means the price payable (plus any GST where applicable) for the Services as agreed between the Contractor and the Client in accordance with clause 6 of this Contract.
- 1.9 "GST" means Goods and Services Tax as defined within the "A New Tax System (Goods and Services Tax) Act 1999" (Cth).

2. Acceptance

- 2.1 The Client is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions if the Client places an order for, or accepts Services provided by the Contractor.
- 2.2 In the event of any inconsistency between the terms and conditions of this Contract and any other prior document or schedule that the parties have entered into, the terms of this Contract shall prevail.
- 2.3 Any amendment to the terms and conditions contained in this Contract may only be amended in writing by the consent of both parties.
- 2.4 The Client acknowledges that the supply of Services on credit shall not take effect until the Client has completed a credit application with the Contractor and it has been approved with a credit limit established for the account.
- 2.5 In the event that the supply of Services request exceeds the Client's credit limit and/or the account exceeds the payment terms, the Contractor reserves the right to refuse delivery.
- 2.6 Electronic signatures shall be deemed to be accepted by either party providing that the parties have complied with Section 10 of the Electronic Transactions Act 2011 or any other applicable provisions of that Act or any Regulations referred to in that Act.

3. Errors and Omissions

- 3.1 The Client acknowledges and accepts that the Contractor shall, without prejudice, accept no liability in respect of any alleged or actual error(s) and/or omission(s):
- (a) resulting from an inadvertent mistake made by the Contractor in the formation and/or administration of this Contract; and/or
 - (b) contained in/omitted from any literature (hard copy and/or electronic) supplied by the Contractor in respect of the Services.
- 3.2 In the event such an error and/or omission occurs in accordance with clause 3.1, and is not attributable to the negligence and/or wilful misconduct of the Contractor; the Client shall not be entitled to treat this Contract as repudiated nor render it invalid.

4. Change in Control

- 4.1 The Client shall give the Contractor not less than fourteen (14) days prior written notice of any proposed change of ownership of the Client and/or any other change in the Client's details (including but not limited to, changes in the Client's name, address, contact phone or fax number/s, change of trustees, or business practice). The Client shall be liable for any loss incurred by the Contractor as a result of the Client's failure to comply with this clause.

5. Authorised Representatives

- 5.1 Unless otherwise limited as per clause 5.2 the Client agrees that should the Client introduce any third party to the Contractor as the Client's duly authorised representative, that once introduced that person shall have the full authority of the Client to order any Services on the Client's behalf

- and/or to request any variation to the Services on the Client's behalf (such authority to continue until all requested Services have been completed or the Client otherwise notifies the Contractor in writing that said person is no longer the Client's duly authorised representative).
- 5.2 In the event that the Client's duly authorised representative as per clause 5.1 is to have only limited authority to act on the Client's behalf then the Client must specifically and clearly advise the Contractor in writing of the parameters of the limited authority granted to their representative.
- 6. Price and Payment**
- 6.1 At the Contractor's sole discretion the Price shall be either:
- (a) as indicated on any invoice provided by the Contractor to the Client; or
 - (b) the Contractor's quoted price (subject to clause 6.2) which will be valid for the period stated in the quotation or otherwise for a period of seven (7) days.
- 6.2 The Contractor reserves the right to change the Price:
- (a) if a variation to the Services originally scheduled (including any applicable plans or specifications) is requested; or
 - (b) where additional Services are required due to the discovery of hidden or unidentifiable difficulties (including, but not limited to, poor weather conditions, limitations to site access, inadequate ventilation which prohibits the use of certain equipment, obstruction by undisclosed engineering structures, variations in quantity or volume of Services to be provided, prerequisite work by a third party not being completed, inaccurate measurements, plans or specifications supplied by the Client, hard rock or other barriers below the surface, latent soil conditions, iron reinforcing rods in concrete, or hidden pipes and wiring, etc.) which are only discovered on commencement of the Services; or
 - (c) in the event of increases to the Contractor in the cost of labour or Incidental Items which are beyond the Contractor's control.
 - (d) if the Contractor deems it appropriate for additional labour to be required at the site to complete the Services.
- 6.3 a variation to the Contractor's quotation is requested. Variations will be charged for on the basis of the Contractor's quotation, and will be detailed in writing, and shown as variations on the Contractor's invoice. The Client shall be required to respond to any variation submitted by the Contractor within ten (10) working days. Failure to do so will entitle the Contractor to add the cost of the variation to the Price. Payment for all variations must be made in full at the time of their completion.
- 6.4 Time for payment for the Services being of the essence, the Price will be payable by the Client on the date/s determined by the Contractor, which may be:
- (a) on completion of the Services;
 - (b) thirty (30) days following the end of the month in which a statement is posted to the Client's address or address for notices;
 - (c) the date specified on any invoice or other form as being the date for payment; or
 - (d) failing any notice to the contrary, the date which is seven (7) days following the date of any invoice given to the Client by the Contractor.
- 6.5 Payment may be made by bank cheque, electronic/on-line banking, credit card (a surcharge may apply per transaction), or by any other method as agreed to between the Client and the Contractor.
- 6.6 The Contractor may in its discretion allocate any payment received from the Client towards any invoice that the Contractor determines and may do so at the time of receipt or at any time afterwards. On any default by the Client the Contractor may re-allocate any payments previously received and allocated. In the absence of any payment allocation by the Contractor, payment will be deemed to be allocated in such manner as preserves the maximum value of the Contractor's Purchase Money Security Interest (as defined in the PPSA) in the Services.
- 6.7 The Client shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Client by the Contractor nor to withhold payment of any invoice because part of that invoice is in dispute.
- 6.8 Unless otherwise stated the Price does not include GST. In addition to the Price, the Client must pay to the Contractor an amount equal to any GST the Contractor must pay for any supply by the Contractor under this or any other agreement for providing the Contractor's Services. The Client must pay GST, without deduction or set off of any other amounts, at the same time and on the same basis as the Client pays the Price. In addition, the Client must pay any other taxes and duties that may be applicable in addition to the Price except where they are expressly included in the Price.
- 7. Delivery of Services**
- 7.1 Subject to clause 7.2 it is the Contractor's responsibility to ensure that the Services start as soon as it is reasonably possible.
- 7.2 The Services commencement date will be put back and/or the completion date extended by whatever time is reasonable in the event that the Contractor claims an extension of time (by giving the Client written notice) where completion is delayed by an event beyond the Contractor's control, including but not limited to any failure by the Client to:
- (a) make a selection; or
 - (b) have the site ready for the Services; or
 - (c) notify the Contractor that the site is ready.
- 7.3 At the discretion of the Seller, the cost of delivery may be included or in addition to the price.
- 7.4 At the Contractor's sole discretion delivery of the Services shall take place when the Services are supplied to the Client at the Client's nominated address.
- 7.5 Any time specified by the Contractor for delivery and completion of the Services is an estimate only and the Contractor will not be liable for any loss or damage incurred by the Client as a result of delivery being late. However both parties agree that they shall make every endeavour to enable the Services to be supplied at the time and place as was arranged between both parties. In the event that the Contractor is unable to supply the Services as agreed solely due to any action or inaction of the Client then the Contractor shall be entitled to charge a reasonable fee for re-supplying the Services at a later time and date.

8. Risk

- 8.1 Where the Contractor gives advice or recommendations to the Client, or the Client's agent, regarding the suitability of the Site for the proposed Services and such advice or recommendations are not acted upon then the Contractor shall require the Client or their agent to authorise commencement of the Services in writing. The Contractor shall not be liable in any way whatsoever for any damages or losses that occur after any subsequent commencement of the Services.
- 8.2 Whilst the Contractor shall endeavour to take all care and responsibility to meet the Client's requirements, such as the cutting of straight lines, the Client acknowledges that for long distance cutting the coverage could be subject to slight variances that are beyond the Contractor's control, due to surface difficulties that provide an unstable surface. Such a variation is not considered defective but is an acceptable standard of variation.
- 8.3 The Contractor shall not be held responsible for any damage to the Services caused by outside agents. Where the Client requests the Contractor to repair such damage then the Contractor reserves the right to charge the Client for any costs incurred in rectifying such damage.
- 8.4 All quotations for Services in respect of other tradesmen will be treated strictly between the tradesmen and the Client. The Client agrees to indemnify the Contractor from any damage caused by any other tradesmen during and after the completion of the Services.
- 8.5 The Client acknowledges that concrete density varies through different levels of hardness and, as a result, on completion of the Services the floor appearance may not conform to original expectation.
- 8.6 The Client acknowledges that the Contractor is not responsible for what lies beneath the concrete surface of the contracted work area and therefore the Contractor cannot be held responsible for the floor design, colour or general appearance that emerges after grinding and polishing work has been completed.
- 8.7 The Client acknowledges that concrete is a porous material and as a consequence the Contractor cannot be held responsible for holes and pinholes, however numerous, that appear on the surface after completion of the Services.
- 8.8 The Client acknowledges that, due to the constituency of concrete, scratch marks may appear on the surface following the completion of the Services. While the Contractor will exercise due care and diligence to eliminate or minimize such markings, the Client indemnifies the Contractor against all liability whatsoever arising as a result.

9. Client's Responsibilities

- 9.1 It is the Client's responsibility to:
- (a) ensure that the site is cleared and free of all obstacles that may hinder the proper and continued performance of the Services as per work health and safety (WHS) regulations or any other relevant standards or legislation; and
 - (b) unless otherwise agreed, clearly mark out in waterproof crayon the line of cut and/or the position of holes (and/or other Services) prior to the provision of the Services that are to be provided by the Contractor;
 - (c) supply mains water and electricity within fifty (50) metres and thirty (30) metres respectively. Where the Contractor is required to supply electricity or water, the Client shall be charged in addition to the Price at the current rates agreed before provision of the Services.
 - (d) to ensure the Client or the Client's Authorised Representative (as defined in clause 5) is present upon the completion of the Services to validate that the Services are completed satisfactorily. In the absence of the Client, or the Client's representative on completion of the Services, then the Contractor reserves the right to determine the Services have been carried out to the Client's satisfaction.
- 9.2 Where the site is high-rise (over three (3) levels above ground), the Client is to arrange appropriate access to elevators and/or crane, or to provide labour to carry equipment to the required floor/level.
- 9.3 The Client acknowledges that:
- (a) in the event asbestos or any other toxic substances are discovered at the site that it is their responsibility to ensure the safe removal of the same. The Client further agrees to indemnify the Contractor against any costs incurred by the Contractor as a consequence of such discovery. Under no circumstances will the Contractor handle removal of asbestos product;
 - (b) concrete sawing and drilling operations generate concrete slurry which can stain, discolour, and contaminate existing work areas. The Client further agrees that it is their responsibility, unless otherwise agreed, to make provisions for cleaning and removal of all concrete slurry generated from the Services;
 - (c) the Contractor is not responsible for the removal of rubbish from or clean-up of the building/constructions site/s. This is the responsibility of the Client or the Client's agent;
 - (d) it shall be the Client's responsibility to arrange for all other licenced tradesmen as required (including plumbers, gas fitters) unless otherwise agreed between the Contractor and the Client at that time of the quotation.
- 9.4 Unless otherwise agreed in writing between the Client and the Contractor it shall be the Client's responsibility to advise the precise location of all underground services on the site and clearly mark the same
- 9.5 If the Client requests the Contractor to engage a service locator then this shall be in addition to the Price and "Dial Before You Dig" must be consulted and any potential underground services marked on site.
- 9.6 Whilst the Contractor will take all care to avoid damage to any underground services the Client agrees to indemnify the Contractor in respect of all and any liability claims, loss, damage, costs and fines as a result of damage to services not precisely located and notified and notified as per clause 9.4.

10. Accuracy of Client's Plans and Measurements

- 10.1 The Contractor shall be entitled to rely on the accuracy of any plans, specifications and other information provided by the Client. The Client acknowledges and agrees that in the event that any of this information provided by the Client is inaccurate, the Contractor accepts no responsibility for any loss, damages, or costs however resulting from these inaccurate plans, specifications or other information.

11. Access

- 11.1 The Client shall ensure that the Contractor has clear and free access to the work site at all times to enable them to deliver the Services. The Contractor shall not be liable for any loss or damage to the site (including, without limitation, damage to building structures, chattels, pathways, driveways and concreted or paved or grassed areas, persons) unless due to the negligence of the Contractor.

12. Site Inductions

- (a) in the event the Client requires an employee or sub-contractor of the Contractor to undertake a Site induction during working hours, the Client will be liable to pay the hourly charges for that period. If any induction is needed to be undertaken prior to the commencement date then the Client shall be liable to pay the Contractor's standard (and/or overtime, if applicable) hourly labour rate; or
- (b) where the Contractor is in control of the Site, the Client and/or the Client's third party contractors must initially carry out the Contractor's Health & Safety induction course before access to the Site will be granted. Inspection of the Site during the course of the Services will be by **appointment only** and unless otherwise agreed, in such an event the Client and/or third party acting on behalf of the Client must at all times be accompanied by the Contractor.

13. Compliance with Laws

- 13.1 The Client and the Contractor shall comply with the provisions of all statutes, regulations and bylaws of government, local and other public authorities that may be applicable to the Services.
- 13.2 The Client shall obtain (at the expense of the Client) all licenses and approvals that may be required for the Services.
- 13.3 The Client agrees that the site will comply with any occupational health and safety (OSH) laws relating to building/construction sites and any other relevant safety standards or legislation.

14. Title to Incidental Items

- 14.1 The Contractor and the Client agree that where it is intended that the ownership of Incidental Items is to pass to the Client that such ownership shall not pass until:
- (a) the Client has paid the Contractor all amounts owing for the Services; and
- (b) the Client has met all other obligations due by the Client to the Contractor in respect of all contracts between the Contractor and the Client.
- 14.2 Receipt by the Contractor of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised and until then the Contractor's ownership or rights in respect of the Incidental Items shall continue.
- 14.3 It is further agreed that, until ownership of the Incidental Items passes to the Client in accordance with clause 14.1:
- (a) the Client is only a bailee of the Incidental Items and must return the Incidental Items to the Contractor immediately upon request by the Contractor;
- (b) the Client holds the benefit of the Client's insurance of the Incidental Items on trust for the Contractor and must pay to the Contractor the proceeds of any insurance in the event of the Incidental Items being lost, damaged or destroyed;
- (c) the Client must not sell, dispose, or otherwise part with possession of the Incidental Items. If the Client sells, disposes or parts with possession of the Incidental Items then the Client must hold the proceeds of sale of the Incidental Items on trust for the Contractor and must pay or deliver the proceeds to the Contractor on demand;
- (d) the Client should not convert or process the Incidental Items or intermix them with other goods, but if the Client does so then the Client holds the resulting product on trust for the benefit of the Contractor and must dispose of or return the resulting product to the Contractor as the Contractor so directs;
- (e) the Client shall not charge or grant an encumbrance over the Incidental Items nor grant nor otherwise give away any interest in the Incidental Items while they remain the property of the Contractor;
- (f) the Client irrevocably authorises the Contractor to enter any premises where the Contractor believes the Incidental Items are kept and recover possession of the Incidental Items.

15. Personal Property Securities Act 2009 ("PPSA")

- 15.1 In this clause financing statement, financing charge statement, security agreement, and security interest has the meaning given to it by the PPSA.
- 15.2 Upon assenting to these terms and conditions in writing the Client acknowledges and agrees that these terms and conditions constitute a security agreement for the purposes of the PPSA and creates a security interest in:
- (a) all Incidental Items previously supplied by the Contractor to the Client;
- (b) all Incidental Items will be supplied in the future by the Contractor to the Client; and
- (c) all the Client's present and after acquired property being a charge, including anything in respect of which the Client has at any time a sufficient right, interest or power to grant a security interest in for the purposes of securing repayment of all monetary obligations of the Client to the Contractor for Services – that have previously been provided and that will be provided in the future by the Contractor to the Client.

- 15.3 The Client undertakes to:
- (a) promptly sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which the Contractor may reasonably require to;
 - (i) register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register;
 - (ii) register any other document required to be registered by the PPSA; or
 - (iii) correct a defect in a statement referred to in clause 15.3(a)(i) or 15.3(a)(ii);
 - (b) indemnify, and upon demand reimburse, the Contractor for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register established by the PPSA or releasing any Incidental Items charged thereby;
 - (c) not register a financing change statement in respect of a security interest without the prior written consent of the Contractor;
 - (d) not register, or permit to be registered, a financing statement or a financing change statement in relation to the Incidental Items in favour of a third party without the prior written consent of the Contractor.
- 15.4 The Contractor and the Client agree that sections 96, 115 and 125 of the PPSA do not apply to the security agreement created by these terms and conditions.
- 15.5 The Client waives their rights to receive notices under sections 95, 118, 121(4), 130, 132(3)(d) and 132(4) of the PPSA.
- 15.6 The Client waives their rights as a grantor and/or a debtor under sections 142 and 143 of the PPSA.
- 15.7 Unless otherwise agreed to in writing by the Contractor, the Client waives their right to receive a verification statement in accordance with section 157 of the PPSA.
- 15.8 The Client must unconditionally ratify any actions taken by the Contractor under clauses 15.3 to 15.5.
- 15.9 Subject to any express provisions to the contrary (including those contained in this clause 15), nothing in these terms and conditions is intended to have the effect of contracting out of any of the provisions of the PPSA.

16. Security and Charge

- 16.1 In consideration of the Contractor agreeing to supply Services, the Client charges all of its rights, title and interest (whether joint or several) in any land, realty or other assets capable of being charged, owned by the Client either now or in the future, to secure the performance by the Client of its obligations under these terms and conditions (including, but not limited to, the payment of any money).
- 16.2 The Client indemnifies the Contractor from and against all the Contractor's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising the Contractor's rights under this clause.
- 16.3 The Client irrevocably appoints the Contractor and each director of the Contractor as the Client's true and lawful attorney/s to perform all necessary acts to give effect to the provisions of this clause 16 including, but not limited to, signing any document on the Client's behalf.

17. Defects, Warranties and the Competition and Consumer Act 2010 (CCA)

- 17.1 The Client must inspect the Contractor's Services on completion of the Services and must within seven (7) days notify the Contractor in writing of any evident defect in the Services or Incidental Items provided (including the Contractor's workmanship) or of any other failure by the Contractor to comply with the description of, or quote for, the Services which the Contractor was to supply. The Client must notify any other alleged defect in the Contractor's Services or Incidental Items as soon as is reasonably possible after any such defect becomes evident. Upon such notification the Client must allow the Contractor to review the Services or Incidental Items that were provided.
- 17.2 Under applicable State, Territory and Commonwealth Law (including, without limitation the CCA), certain statutory implied guarantees and warranties (including, without limitation the statutory guarantees under the CCA) may be implied into these terms and conditions (**Non-Excluded Guarantees**).
- 17.3 The Contractor acknowledges that nothing in these terms and conditions purports to modify or exclude the Non-Excluded Guarantees.
- 17.4 Except as expressly set out in these terms and conditions or in respect of the Non-Excluded Guarantees, the Contractor makes no warranties or other representations under these terms and conditions including, but not limited to, the quality or suitability of the Services. The Contractor's liability in respect of these warranties is limited to the fullest extent permitted by law.
- 17.5 If the Client is a consumer within the meaning of the CCA, the Contractor's liability is limited to the extent permitted by section 64A of Schedule 2.
- 17.6 If the Contractor is required to rectify, re-supply, or pay the cost of re-supplying the Services under this clause or the CCA, but is unable to do so, then the Contractor may refund any money the Client has paid for the Services but only to the extent that such refund shall take into account the value of Services and Incidental Items which have been provided to the Client which were not defective.
- 17.7 If the Client is not a consumer within the meaning of the CCA, the Contractor's liability for any defective Services or Incidental Items is:
 - (a) limited to the value of any express warranty or warranty card provided to the Client by the Contractor at the Contractor's sole discretion;
 - (b) otherwise negated absolutely.
- 17.8 Notwithstanding clauses 17.1 to 17.7 but subject to the CCA, the Contractor shall not be liable for any defect or damage which may be caused or partly caused by or arise as a result of:
 - (a) the Client failing to properly maintain or store any Incidental Items;
 - (b) the Client using the Incidental Items for any purpose other than that for which they were designed;
 - (c) the Client continuing to use any Incidental Items after any defect became apparent or should have become apparent to a reasonably prudent operator or user;
 - (d) interference with the Services by the Client or any third party without the Contractor's prior approval;
 - (e) the Client failing to follow any instructions or guidelines provided by the Contractor;
 - (f) fair wear and tear, any accident, or act of God.

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18. Default and Consequences of Default

- 18.1 Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and a half percent (2.5%) per calendar month (and at the Contractor's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.
- 18.2 If the Client owes the Contractor any money the Client shall indemnify the Contractor from and against all costs and disbursements incurred by the Contractor in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, the Contractor's contract default fee, and bank dishonour fees).
- 18.3 Further to any other rights or remedies the Contractor may have under this Contract, if a Client has made payment to the Contractor, and the transaction is subsequently reversed, the Client shall be liable for the amount of the reversed transaction, in addition to any further costs incurred by the Contractor under this clause 18 where it can be proven that such reversal is found to be illegal, fraudulent or in contravention to the Client's obligations under this Contract.
- 18.4 Without prejudice to the Contractor's other remedies at law the Contractor shall be entitled to cancel all or any part of any order of the Client which remains unfulfilled and all amounts owing to the Contractor shall, whether or not due for payment, become immediately payable if:
- (a) any money payable to the Contractor becomes overdue, or in the Contractor's opinion the Client will be unable to make a payment when it falls due;
 - (b) the Client has exceeded any applicable credit limit provided by the Contractor;
 - (c) the Client becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
 - (d) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client.

19. Cancellation

- 19.1 Without prejudice to any other remedies the Contractor may have, if at any time the Client is in breach of any obligation (including those relating to payment) under these terms and conditions the Contractor may suspend or terminate the supply of Services to the Client. The Contractor will not be liable to the Client for any loss or damage the Client suffers because the Contractor has exercised its rights under this clause.
- 19.2 The Contractor may cancel any contract to which these terms and conditions apply or cancel delivery of Services at any time before the Services are commenced by giving written notice to the Client. On giving such notice the Contractor shall repay to the Client any money paid by the Client for the Services. The Contractor shall not be liable for any loss or damage whatsoever arising from such cancellation.
- 19.3 In the event that the Client cancels delivery of the Services the Client shall be liable for any and all loss incurred (whether direct or indirect) by the Contractor as a direct result of the cancellation (including, but not limited to, any loss of profits).

20. Privacy Policy

- 20.1 All emails, documents, images or other recorded information held or used by the Contractor is Personal Information, as defined and referred to in clause 20.3, and therefore considered Confidential Information. The Contractor acknowledges its obligation in relation to the handling, use, disclosure and processing of Personal Information pursuant to the Privacy Act 1988 ("the Act") including the Part III C of the Act being Privacy Amendment (Notifiable Data Breaches) Act 2017 (NDB) and any statutory requirements, where relevant in a European Economic Area ("EEA"), under the EU Data Privacy Laws (including the General Data Protection Regulation "GDPR") (collectively, "EU Data Privacy Laws"). The Contractor acknowledges that in the event it becomes aware of any data breaches and/or disclosure of the Client's Personal Information, held by the Contractor that may result in serious harm to the Client, the Contractor will notify the Client in accordance with the Act and/or the GDPR. Any release of such Personal Information must be in accordance with the Act and the GDPR (where relevant) and must be approved by the Client by written consent, unless subject to an operation of law.
- 20.2 Notwithstanding clause 20.1, privacy limitations will extend to the Contractor in respect of Cookies where transactions for purchases/orders transpire directly from the Contractor's website. The Contractor agrees to display reference to such Cookies and/or similar tracking technologies, such as pixels and web beacons (if applicable), such technology allows the collection of Personal Information such as the Client's:
- (a) IP address, browser, email client type and other similar details;
 - (b) tracking website usage and traffic; and
 - (c) reports are available to the Contractor when the Contractor sends an email to the Client, so the Contractor may collect and review that information ("collectively Personal Information")
- In order to enable / disable the collection of Personal Information by way of Cookies, the Client shall have the right to enable / disable the Cookies first by selecting the option to enable / disable, provided on the website prior to proceeding with a purchase/order via the Contractor's website.
- 20.3 The Client agrees for the Contractor to obtain from a credit reporting body (CRB) a credit report containing personal credit information (e.g. name, address, D.O.B, occupation, driver's license details, electronic contact (email, Facebook or Twitter details), medical insurance details or next of kin and other contact information (where applicable), previous credit applications, credit history) about the Client in relation to credit provided by the Contractor.
- 20.4 The Client agrees that the Contractor may exchange information about the Client with those credit providers and with related body corporates for the following purposes:
- (a) to assess an application by the Client; and/or
 - (b) to notify other credit providers of a default by the Client; and/or
 - (c) to exchange information with other credit providers as to the status of this credit account, where the Client is in default with other credit providers; and/or
 - (d) to assess the creditworthiness of the Client including the Client's repayment history in the preceding two (2) years.
- 20.5 The Client consents to the Contractor being given a consumer credit report to collect overdue payment on commercial credit.

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- 20.6 The Client agrees that personal credit information provided may be used and retained by the Contractor for the following purposes (and for other agreed purposes or required by):
- (a) the provision of Services; and/or
 - (b) analysing, verifying and/or checking the Client's credit, payment and/or status in relation to the provision of Services; and/or
 - (c) processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Client; and/or
 - (d) enabling the collection of amounts outstanding in relation to the Services.
- 20.7 The Contractor may give information about the Client to a CRB for the following purposes:
- (a) to obtain a consumer credit report;
 - (b) allow the CRB to create or maintain a credit information file about the Client including credit history.
- 20.8 The information given to the CRB may include:
- (a) Personal Information as outlined in 20.3 above;
 - (b) name of the credit provider and that the Contractor is a current credit provider to the Client;
 - (c) whether the credit provider is a licensee;
 - (d) type of consumer credit;
 - (e) details concerning the Client's application for credit or commercial credit (e.g. date of commencement/termination of the credit account and the amount requested);
 - (f) advice of consumer credit defaults, overdue accounts, loan repayments or outstanding monies which are overdue by more than sixty (60) days and for which written notice for request of payment has been made and debt recovery action commenced or alternatively that the Client no longer has any overdue accounts and the Contractor has been paid or otherwise discharged and all details surrounding that discharge (e.g. dates of payments);
 - (g) information that, in the opinion of the Contractor, the Client has committed a serious credit infringement;
 - (h) advice that the amount of the Client's overdue payment is equal to or more than one hundred and fifty dollars (\$150).
- 20.9 The Client shall have the right to request (by e-mail) from the Contractor:
- (a) a copy of the Personal Information about the Client retained by the Contractor and the right to request that the Contractor correct any incorrect Personal Information; and
 - (b) that the Contractor does not disclose any Personal Information about the Client for the purpose of direct marketing.
- 20.10 The Contractor will destroy Personal Information upon the Client's request (by e-mail) or if it is no longer required unless it is required in order to fulfil the obligations of this Contract or is required to be maintained and/or stored in accordance with the law.
- 20.11 The Client can make a privacy complaint by contacting the Contractor via e-mail. The Contractor will respond to that complaint within seven (7) days of receipt and will take all reasonable steps to make a decision as to the complaint within thirty (30) days of receipt of the complaint. In the event that the Client is not satisfied with the resolution provided, the Client can make a complaint to the Information Commissioner at www.oaic.gov.au.

21. Service of Notices

- 21.1 Any written notice given under this Contract shall be deemed to have been given and received:
- (a) by handing the notice to the other party, in person;
 - (b) by leaving it at the address of the other party as stated in this Contract;
 - (c) by sending it by registered post to the address of the other party as stated in this Contract;
 - (d) if sent by facsimile transmission to the fax number of the other party as stated in this Contract (if any), on receipt of confirmation of the transmission;
 - (e) if sent by email to the other party's last known email address.
- 21.2 Any notice that is posted shall be deemed to have been served, unless the contrary is shown, at the time when by the ordinary course of post, the notice would have been delivered.

22. Trusts

- 22.1 If the Client at any time upon or subsequent to entering in to the Contract is acting in the capacity of trustee of any trust ("Trust") then whether or not the Contractor may have notice of the Trust, the Client covenants with the Contractor as follows:
- (a) the Contract extends to all rights of indemnity which the Client now or subsequently may have against the Trust and the trust fund;
 - (b) the Client has full and complete power and authority under the Trust to enter into the Contract and the provisions of the Trust do not purport to exclude or take away the right of indemnity of the Client against the Trust or the trust fund. The Client will not release the right of indemnity or commit any breach of trust or be a party to any other action which might prejudice that right of indemnity;
 - (c) the Client will not without consent in writing of the Contractor (the Contractor will not unreasonably withhold consent), cause, permit, or suffer to happen any of the following events:
 - (i) the removal, replacement or retirement of the Client as trustee of the Trust;
 - (ii) any alteration to or variation of the terms of the Trust;
 - (iii) any advancement or distribution of capital of the Trust; or
 - (iv) any resettlement of the trust property.

23. Construction Contracts Act 2004

- 23.1 At the Seller's sole discretion, if there are any disputes or claims for unpaid Incidental Items and/or Services then the provisions of the Construction Contracts Act 2004 may apply.
- 23.2 Nothing in this agreement is intended to have the affect of contracting out of any provisions of the Construction Contracts Act 2004 of Western Australia, except to the extent permitted by the Act where applicable.

24. General

- 24.1 The failure by either party to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect that party's right to subsequently enforce that provision. If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
- 24.2 These terms and conditions and any contract to which they apply shall be governed by the laws of the state in which the Contractor has its principal place of business, and are subject to the jurisdiction of the courts in that state.
- 24.3 Subject to clause 17, the Contractor shall be under no liability whatsoever to the Client for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Client arising out of a breach by the Contractor of these terms and conditions (alternatively the Contractor's liability shall be limited to damages which under no circumstances shall exceed the Price of the Services).
- 24.4 The Contractor may licence and/or assign all or any part of its rights and/or obligations under this Contract without the Client's consent.
- 24.5 The Client cannot licence or assign without the written approval of the Contractor.
- 24.6 The Contractor may elect to subcontract out any part of the Services but shall not be relieved from any liability or obligation under this Contract by so doing. Furthermore, the Client agrees and understands that they have no authority to give any instruction to any of the Contractor's sub-contractors without the authority of the Contractor.
- 24.7 The Client agrees that the Contractor may amend their general terms and conditions for subsequent future contracts with the Client by disclosing such to the Client in writing. These changes shall be deemed to take effect from the date on which the Client accepts such changes, or otherwise at such time as the Client makes a further request for the Contractor to provide Services to the Client.
- 24.8 Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm or other event beyond the reasonable control of either party.
- 24.9 Both parties warrant that they have the power to enter into this Contract and have obtained all necessary authorisations to allow them to do so, they are not insolvent and that this Contract creates binding and valid legal obligations on them.