

# AGENDA

## Bush Fire Advisory Committee

### Annual General Meeting

Agenda for a meeting of the  
Shire of Nannup Bush Fire Advisory Committee Annual General Meeting  
to be held at 7.30pm, Monday May 10 2010  
in the Shirley Humble Room

1. **OPENING**
2. **ATTENDANCE & APOLOGIES**
3. **CONFIRMATION OF PREVIOUS MINUTES**

Moved \_\_\_\_\_ Seconded \_\_\_\_\_

That the minutes of the meeting of the Bush Fire Advisory Committee held on February 8 2009 be confirmed as a true and correct record.

#### 4. **BUSINESS ARISING FROM THE MINUTES**

##### 4.1 **Blackwood River Banks and Reserves Responsibility (Item 3 refers)**

###### **N HAMILTON/G BROWN**

*That the Shire seeks clarification of whether or not the Bush Fires Act of 1954 takes precedence over the Environmental Protection Act and that a letter be sent to all of the FCO's informing them of the result.*

**CARRIED**

Mr M Scott, UCL Co ordinator FESA has also been in touch regarding receiving legal advice on this matter and a written response from Mr M Scott is expected by the time of the meeting.

##### 4.2 **Incident Management Team (IMT) Presentation**

A presentation on the above subject has been scheduled for Monday June 14 at 7.30pm in the Shirley Humble Function Room. You may wish to invite your Captain or a Brigade member to accompany you to the presentation. Mr Merv McNamara of FESA SW will make a presentation on how an Incident Management Team works, after which Augusta Margaret River Chief Bushfire Control Officer Cindy Pearce and Fire Management Officer Andy Thompson of Busselton will make short presentations on the way IMT's work in their Shires. The presentations should take approximately one and half hours in total.

### **4.3 Firebreak Inspections (5.2 refers)**

The below motion was put at the February 8 meeting.

*That the firebreak inspections should be finished within one week of the closing date and that infringements should be issued one week after that.*

Following the above motion, some changes are suggested and a contract for a firebreak inspector has been prepared and is attached, could you please read in particular, Item 7, Special Conditions on pages 11 and 12,. It is intended that the position will be advertised in June/July and a contractor appointed shortly thereafter. The advertising for a firebreak inspector and the consequent appointment will be carried out early in the financial year to allow some time for training and communication with the prospective firebreak inspector.

He or she will be provided with a list of plantations and chalet accommodation/door sales properties along with the approximate number of properties to be inspected in the Darradup, Nannup Brook and North Nannup Brigade areas.

#### **Suggested Date Change for Firebreak Inspections**

For the Plantation Timber Companies a change from the current date of December 15 to the proposed date of November 15 is suggested with any infringements handed into the Shire by November 22.

It is suggested that the Scott River/Lake Jasper firebreak inspections would be carried out at the same time as the Special Rural/Rural inspections or possibly later depending on the season depending on conditions. Consultation with the Chief Bushfire Control Officer would be needed regarding an extension for Scott River/Lake Jasper inspections.

For Special Rural and Rural in Darradup, Nannup Brook and North Nannup, a change of dates from December 15 to December 7 is suggested, and any infringements to be handed into the Shire by December 14.

The townsite inspections date would stay the same.

The changes to the firebreak inspection dates will make it easier for the Firebreak Inspector to carry out the inspections in a graduated way and for the Shire Officer dealing with infringements to get them sent out before the Shire Christmas break.

It is suggested that the Bushfire Advisory Committee discuss the proposed changes and make a recommendation to Council.

### **4.4 Fire signage (item 6.1 refers)**

The recommendation by the Bushfire Advisory that signage be installed regarding the prohibited and restricted burning seasons at major entries to the town went to the Council in March and the fire advice signage will be added to the budget for consideration.

#### **4.5 Election of Office Bearers**

4.5.1 Chief Bushfire Control Officer

4.5.2 Deputy Chief Bushfire Control Officers

#### **5. REPORTS**

**5.1 Chief Bush Fire Control Officer –**

**5.2 Fire & Emergency Service – Mr M McNamara**

**5.3 DEC – Mr B Commins**

**5.3 Deputy Chief Bush Fire Control Officers**

**5.4 Timber/Plantation Company Representatives**

#### **7. GENERAL BUSINESS**

**7.1 Emergency Services Levy (ESL)**

The ESL has been submitted and the allocation to the Shire from FESA will be known in late July or early August, the Brigade will be notified of their allocations after that.

#### **8. NEXT MEETING**

The next meeting of the Bush Fire Advisory Committee is scheduled for Monday September 6 2010 commencing at 7.30 pm.

#### **9. CLOSURE**

# SHIRE OF NANNUP



15 Adam Street  
Nannup  
WA 6275

## CONTRACTOR AGREEMENT

SHIRE OF NANNUP  
("Shire")

AND

Contractor

## TABLE OF CONTENTS

<b>1.</b>	<b>DEFINITIONS .....</b>	<b>1</b>
<b>2.</b>	<b>INTERPRETATION.....</b>	<b>2</b>
<b>3.</b>	<b>ENGAGEMENT OF CONTRACTOR .....</b>	<b>3</b>
<b>4.</b>	<b>CONTRACTOR AN INDEPENDENT CONTRACTOR.....</b>	<b>3</b>
<b>5.</b>	<b>CONTRACTOR'S DUTIES.....</b>	<b>3</b>
<b>6.</b>	<b>PAYMENT .....</b>	<b>4</b>
<b>7.</b>	<b>SPECIFIC SERVICE PROVIDER .....</b>	<b>4</b>
<b>8.</b>	<b>DISPUTE RESOLUTION .....</b>	<b>4</b>
<b>9.</b>	<b>CONFIDENTIALITY.....</b>	<b>4</b>
<b>10.</b>	<b>INSURANCE AND INDEMNITY .....</b>	<b>5</b>
<b>11.</b>	<b>TERMINATION.....</b>	<b>5</b>
<b>12.</b>	<b>FORCE MAJEURE .....</b>	<b>5</b>
<b>13.</b>	<b>CONFLICTS OF INTEREST .....</b>	<b>6</b>
<b>14.</b>	<b>DEFAULT .....</b>	<b>6</b>
	<i>Default on the Part of the Contractor.....</i>	<i>6</i>
	<i>Default on the Part of the Shire.....</i>	<i>7</i>
<b>15.</b>	<b>GOODS AND SERVICES TAX.....</b>	<b>7</b>
<b>16.</b>	<b>MISCELLANEOUS .....</b>	<b>8</b>
(A)	PROPER LAW.....	8
(B)	TIME .....	<b>ERROR! BOOKMARK NOT DEFINED.</b>
(C)	EXERCISE OF RIGHTS.....	8
(D)	PARTIES MAY ACT BY AGENT .....	8
(E)	VARIATION .....	8
(F)	NOTICE .....	8
(G)	FURTHER ASSURANCES .....	9
(H)	EFFECT OF EXECUTION.....	9
(I)	SEVERANCE .....	9
(J)	ENTIRE AGREEMENT.....	9
(K)	ASSIGNMENT .....	9
(L)	COSTS OF PREPARATION OF DEED AND STAMPING .....	9
<b>17.</b>	<b>SPECIAL CONDITIONS .....</b>	<b>9</b>
	<b>SCHEDULE.....</b>	<b>10</b>
<u>ITEM 1</u>	<u>COMMENCEMENT DATE.....</u>	<u>10</u>
<u>ITEM 2</u>	<u>CONTRACTOR'S FEE .....</u>	<u>10</u>
<u>ITEM 3</u>	<u>SERVICES .....</u>	<u>10</u>
<u>ITEM 4</u>	<u>MANNER OF PAYMENT.....</u>	<u>10</u>
<u>ITEM 5</u>	<u>TERM .....</u>	<u>10</u>
<u>ITEM 6</u>	<u>ADDRESS FOR NOTICES.....</u>	<u>10</u>
<u>ITEM7</u>	<u>SPECIAL CONDITIONS .....</u>	<u>10</u>

THIS DEED is made

day of

2010

BETWEEN:

**SHIRE OF NANNUP** of 15 Adam Street, Nannup, Western Australia ("Shire")

And (insert details)

("Contractor")

RECITALS:

- A. The Shire has agreed to engage the Contractor to supply the Services.
- B. The Shire and the Contractor wish to record the terms and conditions of their agreement as set out in this Deed.

THE PARTIES COVENANT AND AGREE:

1. **Definitions**

Unless otherwise required by the context or subject matter, in this Deed:

"Address" in relation to a party means the address for that party stipulated in Item 6 of the Schedule, or as otherwise notified in writing by a party to the other party from time to time;

"Business Day" means any day not being a Saturday or Sunday or public holiday observed in Western Australia;

"Commencement Date" means the date specified in Item 1 of the Schedule;

"Confidential Information" means all information or data, including but not limited to all oral and visual information or data and all information or data recorded in writing or in any other medium or by any other method and without limiting the generality of the foregoing, includes but is not limited to any:

- (a) information ascertainable by the inspection or analysis of samples;
- (b) computer software;
- (c) industrial and manufacturing operations or processes;
- (d) plans, diagrams, tables, drawings, sketches, specifications, photographs or computer generated images;
- (e) models or prototypes;
- (f) reports, product information or know-how;
- (g) ideas;
- (h) design rights;
- (i) trade secrets; and
- (j) market opportunities, finances, transactions, customers or business affairs;

"Contractor's Fee" means the contract fee specified in Item 2 of the Schedule;

"Contractor's Duties" means the duties specified in clause 5 and any other duties from time to time vested in or assigned to the Contractor by the Shire;

"Contractor's Obligations" means the obligations imposed upon the Contractor pursuant to the terms and conditions of this Deed and includes performance of the Contractor's Duties;

"Consumer Price Index" means the Consumer Price Index for the relevant year (in comparison with the previous year) compiled by the Australian Bureau of Statistics for the Perth (Capital City) areas (All Groups) or any substitute thereof accepted by the Government of the Commonwealth of Australia from time to time (expressed as a percentage);

"Deed" means this deed as amended, supplemented or varied from time to time;

"Event of Default" means any of the events specified in clause 15(a);

"Force Majeure" means:

- (a) Act of God;

- (b) outbreak of hostilities, riot, civil disturbance, acts of terrorism;
- (c) the act of any government or authority (including refusal or revocation of any licence or consent) where the said act is not a result of some neglect or default on the part of the relevant party to this Deed;
- (d) fire, explosion, flood, fog or bad weather;
- (e) power failure, failure of telecommunications lines, failure or breakdown of plant and equipment, machinery or vehicles;
- (f) default of suppliers or independent contractors;
- (g) theft or malicious damage;
- (h) strike, lockout or industrial action of any kind; and
- (i) any cause or circumstance whatsoever (except financial difficulties) beyond the reasonable control of a party to this Deed;

"Goods and Services Tax" shall have the meaning given to that phrase in clause 16;

"Laws" means any rule of common law or equity, and Commonwealth, State and Local Government legislation including regulations, by-laws, orders, awards and proclamations;

"Services" means the services specified in Item 3 of the Schedule;

"Term" means the term specified in Item 5 of the Schedule subject to the rights of early termination contained in this Deed.

## 2. **Interpretation**

In this Deed:

- (a) a reference to a person includes that person's executors, administrators, successors and assigns;
- (b) a covenant, agreement, representation or warranty in favour of two (2) or more persons is for the benefit of them jointly and severally;
- (c) an agreement, representation or warranty given or made by two (2) or more persons shall bind them jointly and severally;
- (d) a reference to a gender includes all genders and a reference to the singular includes the plural and vice versa;
- (e) a reference to a statute or a section of a statute includes all amendments to that statute or section passed in substitution for the statute or section referred to or incorporating any of its provisions;
- (f) a reference to any other deed, agreement, instrument or contract includes a reference to that other deed, agreement, instrument or contract as amended, supplemented or varied from time to time;
- (g) all monetary amounts shall be in Australian dollars (AUS\$) unless otherwise stipulated;
- (h) except for the purpose of identification, headings and subheadings and underlining have been inserted into this Deed for the purpose of guidance only and shall not be part of this Deed;
- (i) the Recitals shall be incorporated into this Deed; and
- (j) a reference to a clause is a reference to a clause of this Deed, unless otherwise specified.

3. **Engagement of Contractor**

On and from the Commencement Date, the Shire engages the Contractor to provide the Services and perform the Contractor's Duties for the Term on the terms and conditions of this Deed.

4. **Contractor an Independent Contractor**

The Contractor is an independent contractor and the parties agree that the parties to this Deed are completely separate entities and are not:

- (a) partners;
- (b) fiduciaries;
- (c) agents one of the other; or
- (d) in a relationship of master and servant or employer and employee.

5. **Contractor's Duties**

- (a) During the Term the Contractor shall:
  - (i) ensure it has obtained and continues to hold any necessary licence required in respect of the performance of the Services;
  - (ii) comply with all applicable Laws;
  - (iii) complete the Services within the Term;
  - (iv) ensure the Services are performed by appropriately qualified and trained personnel;
  - (v) ensure that the Services are performed with due care and skill;
  - (vi) in the discharge of the Contractor's Duties and in the exercise of the Contractor's Obligations, conform to, observe and comply with all reasonable resolutions, regulations and directions from time to time made or given by the Shire;
  - (vii) provide such other services as the Shire from time to time by notice may reasonably require in connection with the performance of the Services;
  - (viii) ensure that the Services are fit for the purposes for which those type of services are commonly brought and for the purposes described in this Deed;
  - (ix) ensure that any items which the Contractor uses or supplies in conjunction with the Services are of merchantable quality and are fit for their usual purpose or the purposes described in this Deed.
- (b) Subject to the confidentiality provisions of this Deed, the Contractor may during the Term engage or be interested, directly or indirectly, in any other trade, business or occupation other than the performance of the Services for the Shire.



6. **Payment**

- (a) In consideration of the Contractor performing the Contractor's Duties and otherwise fulfilling the Contractor's Obligations, the Shire agrees to pay to the Contractor the Contractor's Fee.
- (b) The Shire shall pay the Contractor's Fee to the Contractor in accordance with Item 4 of the Schedule by:
  - (i) depositing each such instalment payment of the Contractor's Fee directly into the Contractor's bank account, details of which to be provided by the Contractor to the Shire as soon as practicable after the date of this Deed; or
  - (ii) in any other manner as directed by the Contractor from time to time.

7. **Specific Service Provider**

- (a) Where applicable the Shire reserves the right to stipulate that the Services will be provided by a specific service provider, being an employee, Contractor, subcontractor, agent or principal of the Contractor. Where the Shire has specified a specific service provider, it is a fundamental term that the specified service provider carries out the Services.
- (b) The Contractor must ensure that where the Shire has on reasonable grounds objected to a particular person being involved with the supply of the Services, that person will not be involved.

8. **Dispute Resolution**

- (a) The Parties shall discuss in good faith any dispute or difference between them arising in connection with this Deed and shall give consideration to adopting an alternative dispute resolution process, such as mediation, if the dispute or difference is not resolved by discussion.
- (b) Nothing in this clause 9 shall restrict the right of either Party to initiate litigation before a court of competent jurisdiction to resolve a dispute, enforce a right or obligation or seek damages.
- (c) Both Parties will continue to comply with their obligations under this Deed until the dispute is resolved, but payments may be withheld to the extent that they are disputed.

9. **Confidentiality**

- (a) (i) The Contractor shall not, except as authorised or required by the Contractor's Duties, reveal to any person or persons or company any of the Confidential Information or any information concerning the organisation, business, finances, transactions or affairs of the Shire which may come to its knowledge during the Term, and the Contractor shall keep with complete secrecy all Confidential Information entrusted to or created by it, and shall not use or attempt to use any such information in any manner which may injure or cause loss either directly or indirectly to the Shire.
- (ii) The restriction in clause 9(a)(i) shall continue to apply after the termination of this Deed without limit in point of time but shall cease to apply to information which may come into public domain.

- (b) The Contractor shall not during the continuance of this Deed make, otherwise than in the performance of the Services and for the benefit of the Shire, any notes or memoranda relating to any matter within the scope of the business of the Shire or concerning any of its dealings or affairs, nor shall the Contractor either during the continuance of this Deed or afterwards use or permit to be used any of those kinds of notes or memoranda otherwise than for the benefit of the Shire, it being the intention of the parties that those kinds of notes or memoranda made by the Contractor shall be the property of the Shire and left at the Shire's offices upon termination of the Contractor's engagement under this Deed.

10. **Insurance and Indemnity**

- (a) (i) The Contractor must at its own cost and expense effect and maintain during the Term a policy of public liability insurance, the adequacy and terms of which are to be approved by the Shire, covering the Shire and such persons as the Shire reasonably requires, with an indemnity limit for any one occurrence of at least Ten Million Dollars (\$10,000,000.00) in respect of each and every claim, against all claims and costs resulting from neglect, omission or error in the exercise of the Contractor's Duties or observance and performance of the Contractor's Obligations.
- (ii) The Contractor must in respect of the insurance mentioned in clause 10(a) (i) supply to the Shire details and produce each policy and certificate of insurance and each receipt for premiums or certificates of currency issued by the insurance company or insurance broker when required to do so by the Contractor.
- (b) The Contractor agrees to indemnify and keep indemnified the Shire against all claims, demands, losses, costs, liabilities and expenses arising out of or caused or occasioned by any act, omission, fault or negligence of the Contractor's or anyone acting on the Contractor behalf in relation to the performance of the Shire's Duties.

11. **Termination**

- (a) This Deed shall automatically terminate at the earlier of:
  - (i) the expiry of the Term; and
  - (ii) the completion of the Services.
- (b) This Deed may be terminated upon the occurrence of an Event of Default by a party not in default giving notice in writing to the party in default of the termination of this Deed.

12. **Force Majeure**

In the event of *Force Majeure* causing a delay in the time for performance of all or any part of the Contractor's Obligations, the relevant period of time shall be extended by a period equal to the delay PROVIDED ALWAYS that:

- (a) the Contractor shall as soon as reasonably practicable notify the Shire of the existence of the *Force Majeure* and how the *Force Majeure* will affect the Contractor's performance of the Contractor's Obligations and (if possible) shall give an estimate of how long the *Force Majeure* is anticipated to subsist;

- (b) the Contractor shall use its best endeavours to alleviate the affects of the *Force Majeure* upon its performance of the Contractor's Obligations during the period that the *Force Majeure* subsists;
- (c) the Contractor shall immediately inform the Shire when the event of *Force Majeure* ceases to affect its performance of the Contractor's Obligations;
- (d) in the event that any such delay be in excess of sixty (60) consecutive calendar days, either party shall be entitled to terminate this Agreement upon fourteen (14) calendar days' notice given to the other party PROVIDED FURTHER that any such termination shall not release:
  - (i) the Shire from liabilities for any monies due to the Contractor by the Shire;
  - (ii) the Contractor from liability for any previous Event of Default or failure to perform the Contractor's Obligations (which failure does not fall within the provisions of this clause 13); or
  - (iii) the Shire from liability for any previous Event of Default or failure to perform any obligation imposed upon it by this Deed.

13. **Conflicts of Interest**

- (a) The Contractor and any employee, agent or subcontractor must not have or acquire any interest (financial, professional or personal) that directly or indirectly is or may be in conflict with the Shire's interests.
- (b) Any conflict of interest that arises during the Term must be notified to the Shire by notice in writing within five (5) working days of becoming aware of the conflict.
- (c) A conflict of interest will entitle the Shire to terminate this Deed.

14. **Default**

- (a) An event of default occurs if:

*Default on the Part of the Contractor*

- (i) the Contractor materially fails to perform any of the Contractor's Obligations for fourteen (14) calendar days after the Shire has given notice to the Contractor to remedy that failure to perform the Contractor's Obligations;
- (ii) the Contractor is convicted of any serious criminal offence which, in the view of the Shire, seriously affects the Contractor's performance of the Contractor's Obligations or may materially and detrimentally affect the Shire's reputation;
- (iii) where the Contractor is an individual and:
  - (A) the Contractor becomes a bankrupt or suffers his interest in this Deed to be taken in execution; or
  - (B) becomes of unsound mind or infirm (as certified by a duly qualified psychiatrist);
- (iv) where the Contractor is a company and:

- (A) an application is made to a court for an order or an order is made that the Contractor be wound up and that application is not dismissed or withdrawn within twenty-eight (28) calendar days;
- (B) an application is made to a court for an order appointing a liquidator or provisional liquidator in respect of the Contractor and that application is not dismissed or withdrawn within twenty-eight (28) calendar days;
- (C) except for the purposes of reconstruction or amalgamation, the Contractor enters into a scheme of arrangement, deed of company arrangement or composition with, or assignment for the benefit of, all or any class of the Contractor's creditors;
- (D) the Contractor resolves to wind itself up or otherwise dissolve itself;
- (E) the Contractor states that it is insolvent;
- (F) the Contractor takes any step to obtain protection or is granted protection from its creditors under any applicable legislation; or
- (G) if the Contractor is a company, a Receiver or Receiver and Manager, Official Manager, Trustee, Provisional Liquidator, Administrator, Controller or similar officer is appointed in respect of any part of the Contractor's property and that appointment is not terminated or withdrawn within twenty-eight (28) calendar days.

*Default on the Part of the Shire*

- (v) the Shire fails to pay any moneys due and payable to the Contractor under this Deed within fourteen (14) calendar days after such moneys become due and payable;
- (vi) the Shire fails to perform any obligation imposed upon it under this Deed, save the obligation to pay any moneys hereunder, for fourteen (14) calendar days after the Contractor has given notice to the Shire to remedy that failure to perform such obligation.

15. **Goods and Services Tax**

- (a) In this clause:

**GST** has the same meaning as in the GST Act;

**GST Act** means a *New Tax System (Goods and Services Tax) Act 1999 (Commonwealth)*; and

**Taxable Supply** has the same meaning as in the GST Act

- (b) If any of the matters in this Deed give rise to or constitute a Taxable Supply for the purposes of the GST Act, and a party becomes liable to pay GST on that Taxable Supply, any amounts payable by a party for the Taxable Supply, except where this Deed provides otherwise, shall be exclusive of GST.
- (c) The party liable to pay for a Taxable Supply must also pay the amount of any GST payable on that Taxable Supply at the time that payment for the Taxable supply is due.

- (d) The matters set out in this clause and the rights of the parties in this clause will not merge on completion, but will survive that completion even if any party has waived any rights under this Deed, or failed to take proceedings for any breach.
- (e) A party is not obliged to pay the GST on a Taxable Supply to it until given a valid tax invoice for the supply.

16. **Miscellaneous**

**(a) Proper Law**

This Deed is governed by, and to be interpreted in accordance with, the laws of Western Australia and where applicable the laws of the Commonwealth of Australia and the parties submit to the non-exclusive jurisdiction of the Courts exercising jurisdiction in Western Australia.

**(b) Exercise of rights**

The parties to this Deed may exercise each right, power or remedy at its discretion, separately or concurrently with any other right, power or remedy, and:

- (i) a single or partial exercise of a right, power or remedy does not prevent a further exercise of that right, power or remedy;
- (ii) a failure to exercise or any delay in the exercise of a right, power or remedy does not prevent its exercise;
- (iii) the rights, powers and remedies of the parties to this Deed are cumulative with and not exclusive of the rights, powers and remedies provided by law; and
- (iv) any waiver or forbearance in regard to the performance of this Deed shall operate only if in writing and shall apply only to the specified instance, and shall not affect the existence and continued applicability of the terms of this Deed thereafter.

**(c) Parties may act by agent**

Except as otherwise specified, all acts and things which may be done by a party to this Deed may be done by a solicitor, agent, employee or contractor of that party.

**(d) Variation**

This Deed may not be varied except in writing signed by all of the parties.

**(e) Notice**

- (i) All notices shall be in writing and shall be given by any one of the following means:
  - (A) by delivering it to the Address of the party on a Business Day during normal business hours;
  - (B) by sending it to the Address of the party by pre-paid airmail post or, if airmail post is not available, by ordinary post; or

(C) by sending it by facsimile transmission to the party's last-known facsimile number and on the next Business Day giving it by either of the means set forth in clauses 16(e)(i)(A) or 16(e)(i)(B).

(ii) A notice shall be deemed to be given and received:

(A) if given in accordance with clause 16(e)(i)(A), on the next Business Day after the day of delivery in the place of delivery;

(B) if given in accordance with clause 16(e)(i)(B), five (5) clear Business Days after the day of posting in the place of delivery; or

(C) if given in accordance with clause 16(e)(i)(C), on the next Business Day after transmission in the place of delivery.

**(f) Further assurances**

Each party to this Deed must execute and do all acts and things necessary to give full force and effect to this Deed.

**(g) Effect of execution**

This Deed binds each person who executes it notwithstanding the failure by any other person to execute this Deed.

**(h) Severance**

If any part of this Deed is or becomes unenforceable or void or voidable, that part will be severed from this Deed and those parts that are unaffected shall continue to have full force and effect.

**(i) Entire Agreement**

This Deed constitutes the entire agreement of the parties of the matters dealt with in this Deed and supersedes all prior agreements, understandings and negotiations in respect of the matters dealt with in this Deed.

**(j) Assignment**

Each of the parties to this Deed may only assign any or all of its rights or obligations under this Deed with the prior written consent of the other party to this Deed, which consent shall not be unreasonably withheld.

**(k) Costs of Preparation of Deed and Stamping**

(i) The Shire shall bear the costs and expenses in relation to the preparation and execution of this Deed.

**17. Special Conditions**

The special conditions set out in Item 7 of the Schedule form part of this Deed. If there is any inconsistency between the special conditions and the balance of the terms of this Deed, the special conditions will take precedence to the extent of that inconsistency.

## SCHEDULE

**Item 1**      **Commencement Date**                      **November 15 2010**

**Item 2**      **Contractor's Fee**

**Item 3**      **Services**                                      **Firebreak Inspector**

(Insert details)

**Item 4**      **Manner of Payment**

40% up front and 60% on satisfactory completion of contract

**Item 5**      **Term**

During the firebreak inspection season from November 15 to December 15 or later by special arrangement with the Shire CEO

**Item 6**      **Address for Notices**

Shire:

15 Adam Street  
NANNUP WA 6275  
PO Box 11  
NANNUP WA 6275  
Tel: (08) 9759 1018  
Fax: (08) 9756 1275

Contact Person:

Terese Levick-Godwin – Community Emergency Services Manager

Contractor:

[insert details]

**Item7**      **Special Conditions**

1. The Contractor will supply his or her own licensed and insured vehicle.
2. When making inspections and dealing with infringements, the Contractor will be guided by Nannup Annual Firebreak Notice and the Bush Fires Act 1954.
3. The Contractor will start plantation firebreak inspections on November 15, (excluding the Scott River area) and have the inspection infringement reports to the Shire no later than the November 22 with the Scott River area plantations to be inspected on December 1. Consultation with the Chief Bushfire Control Officer will be necessary in the case of late rains making the ground impassable.

4. The Contractor will start Nannup Townsite firebreak inspections on December 1 and have the inspection infringement reports to the Nannup Shire no later than December 3.
  
5. The Contractor will start Rural, including rural holdings of land that allow access to the general public, i.e., chalets, doors sales etc and Special Rural firebreak inspections using the Nannup Brook, North Nannup and the Darradup Volunteer Bushfire Brigade boundaries on December 7 and have the infringement reports to the Nannup Shire no later than December 14.
  
6. The Contractor will use the Nannup Shire Inspection Report form (attachment 2) clearly stating the Lot number of the property and address of property and the infringement category.
  
7. The Contractor will use the camera supplied by the Nannup Shire to take at least 2 photographs of the area of infringement with any identifying address or identifying marks visible.

**EXECUTED BY THE PARTIES AS A DEED:**

The COMMON SEAL of **Shire of Nannup** )  
 was hereunto affixed in the presence of: )

\_\_\_\_\_  
 SHIRE PRESIDENT

Dated: .....

\_\_\_\_\_  
 CHIEF EXECUTIVE OFFICER

Dated: .....

\_\_\_\_\_  
 CONTRACTOR

Dated: .....



