

## **7 LATE REPORTS**

### **7.1 Donation - Woodstock Swimming Pool Incorporated**

File Number: D21/315

Author: Michael Jones, Director - Corporate Services

### **RECOMMENDATION**

**That Council provide a donation of \$8,544.72 from the Section 356 expenses budget to assist the Woodstock Swimming Pool Committee with the insurance and renovation costs of the Woodstock Community Pool.**

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### **INTRODUCTION**

The Woodstock Swimming Pool Committee Inc. has requested a donation of \$8,544.72 towards the insurance and renovation costs of the community pool. This has been a regular donation by Council over many years to assist in the ongoing operation and increasing costs of the Woodstock Pool and the donation is very much appreciated by the Woodstock community in assisting them to provide the facility for the residents.

### **BACKGROUND**

The Woodstock Swimming Pool Committee is continually fundraising, however, the significant increases in costs of maintaining the facility is greater than the community's ability to raise the funds needed to keep the facility operating. Council has provided similar donations in the past. This year, the amounts requested are as follows:

Upgrade of chlorinator & salt water system	\$	3,502.50
Liability Insurance Invoice	\$	4,483.00
Safety features upgrade	\$	559.22
	\$	8,544.72

This year the Committee has requested additional money to cover increasing annual insurance, upgrade of chlorinator & salt water system and safety upgrade.

The request meets the eligibility requirement of Clause 9 of Council's Donations Policy in the following area:-

- Community development projects – projects that meet an identified community need, have been developed in consultation with the community and encourage participation in the development of the project.

### **BUDGETARY IMPLICATIONS**

\$2,273 is the current balance in the 2021/22 Budget for Section 356 Donations

### **ATTACHMENTS**

- I. Application for Funding and supporting documents dated 15 November 2021



Received Date:
Time:
Registration Date:
Document No:
Officer Initial:
Disposal:..... years

Cowra Shire Council  
 Private Bag 342  
 Cowra NSW 2794  
 Phone: 02 6340 2000  
 Fax: 02 6340 2011  
 council@cowra.nsw.gov.au  
 www.cowracouncil.com.au

**Application for Financial Assistance/Donation**

**Applicant Information**

**Sporting team/Organisation responsible for activity:** \_\_\_\_\_

[ applications must be made by the team of which the individual is a member ]

Contact Name/ Sporting Applicant: Woodstock Swimming Pool Incorporated / Jo Hein – Treasurer

Mailing address: P O Box 2 Woodstock NSW 2793

Phone: (Home) [REDACTED] (Business) 0428 410 310

Email: [REDACTED] Fax: N/A

Signature: [REDACTED] Date: 15 / 11 / 2021

**Organisation Details**

Organisation responsible for the event/activity: Woodstock Swimming Pool Incorporated

President/Secretary Contact Details: Simone Gough – Secretary

Organisation Type (please circle): Incorporated

Do membership fees apply ?  YES  NO – YES

If yes, annual membership/fees \$ 100 yearly per family and \$80 per single

**Event Details**

Description of the event/project/request/person for which assistance is sought \*  
 Assistance with the cost of Public Risk Insurance – We were recently caught unawares when our insurer dropped all Leisure Industry Insurances New Quote attached.

\* upgrade of facilities – install of new Filters at the pool to bring the pool into line with current community expectations

Date/s of the proposed event/project Immediately – NEXT 3 MONTHS

Venue where will the event/project take place? 2 Carrington Street, Woodstock NSW 2793

**Financial Details**

Amount of assistance being sought: \$ 8,544.72

Total Estimated cost of the total event/project \$ 13,243.72

How are funds to be raised? From cash at hand and potential earnings

Funds available at present to go towards event \$ 2423.63

Will the event/project support charities  YES  NO – NO

If YES, value of support N/A

Previous / Other Assistance: N/A

Has Council previously assisted you/your organisation?  YES  NO – YES

If so what was the amount of the assistance from Council? \$ 1000.00 towards First Aid course expenses

When was it provided? in Round 2 of 2020-21

Have you applied for funding from other organisations?  YES  NO – NO

IF YES, HOW MUCH HAS BEEN SOUGHT

1/1/0

(All questions on Page 1 to be completed)

### Eligibility - Please tick the applicable areas relevant to the application:-

- Community development projects – projects that meet an identified community need, have been developed in consultation with the community and encourage participation in the development of the project.
- Festivals and special events which enhance community spirit.
- X Support for a locally based voluntary community service or program where the majority of its income is fundraising.
- Local Community, charity and not for profit activities or events/functions that may be conducted outside the shire, but provide a benefit to the shire's residents
- To assist an individual's or team's sporting, cultural or academic achievement at a significant and recognised level.
- Community, charity and not for profit organisations' use of Council owned and controlled facilities including halls, sporting grounds and other venues.

### Request Details – Please complete either A or B below

#### A. Sporting applications – Please select relevant sporting category below

- Australian/NSW/Territory Representative or team competing overseas
- Australian/NSW/Territory Representative or team competing in NSW or interstate

**PLEASE NOTE:** Sporting applications *will only be considered* when made by the local organisation/club of which the individual/team is a member, and must be supported by a letter of confirmation from the State or National body.

#### Attachments required for sporting applications:

- Supporting letter from local organisation body
- Supporting letter from State/Australian Supporting body
- Please attach any other information to support your application to Council

(End of Sporting Application)

#### B. Community/Event applications – Please ensure all questions are answered

**Council Community Objectives** - To enable Council to consider your application, Council requires details of how this event/project will meet Council's objectives.

**Objective 1:** To provide benefit to the residents of Cowra Shire Council.

Woodstock swimming pool provides Woodstock residents with a facility to exercise and socialise together. The cost of Maintaining this facility is much more than they can raise through fundraising especially with the restrictions applied through the current Covid-19 Regulations and lockdowns over the last 18 months.

**Objective 2:** To conduct quality cultural, sporting and community service programs or events which cannot attract sufficient funds from other sources. Annually we are faced with

high costs of maintaining the pool, treating the water with chlorine, Electricity bills for the pump, Maintenance and Insurance. We need help on top of the yearly fundraising efforts to keep the pool open and we believe it is a valuable asset in the community.

**Objective 3:** To provide access and usage of community resources, services and facilities, and equity of access for special needs groups

The pool is used by small groups

like the Wyangala school and the Woodstock School for swimming on occasion and can be busy on warm summer days. Our Member numbers have risen and fallen in the past but with Covid have seen a small rise with many families not going away on holidays.

**Objective 4:** To encourage and enable broad community participation in cultural/ community service programs.

The swimming pool committee engage with the community during their fundraising activities and encourage the public to take up membership and use their local facilities in the community.

- copy of the project's proposed budget, detailing anticipated costs, with quotations if applicable;
- If you are a registered public charity, a copy of the registration certificate
- Please attach any other information to support your application to Council

(End of Community/Events Application)

**Steadfast IRS Pty Limited**

PO Box 7893 BAULKHAM HILLS NSW 2153  
 t 0422 203 042 f 07 3036 4642 w http://www.steadfast-irs.com.au



Steadfast IRS Pty Limited is a Corporate Authorised Representative of  
**Steadfast IRS Pty Limited (ABN 95 159 898 398 AFSL 435538)**

SYDNEY | MELBOURNE | CENTRAL COAST | BRISBANE

A Steadfast Network Broker

**QUOTATION**

Woodstock Swimming Pool Inc.  
 PO Box 2  
 WOODSTOCK NSW 2793

Date: 19/11/2021  
 Invoice Number: 000000  
 Account Manager: Sarah Harrison

Thank you for the opportunity to provide the following quotation.

This quotation is based on the information that you have provided us and the covers/limits that you have selected. Any alteration to this information may result in the insurer altering or withdrawing the terms offered. Please refer to the policy wording and PDS issued by the insurer for complete policy terms and conditions. Carefully read the important notices following regarding your duty of disclosure.

Should you have any queries in relation to this quotation or you would like to speak with us regarding your other insurance needs please contact us on 0422 203 042 .

**Policy Summary**

<b>Type of Policy:</b>	Liability Insurance
<b>The Insured:</b>	Woodstock Swimming Pool Inc.
<b>Insurer:</b>	ATC Insurance Solutions Pty Ltd <b>ABN:</b>
<b>Interests Insured:</b>	Liability Insurance
<b>Period of Insurance:</b>	19-Nov-2021 to 19-Nov-2022 at 4:00 pm
<b>Effective Date:</b>	19-Nov-2021

Premium	FSL	Insurer Policy Charge	Insurer Total GST	Stamp Duty	Broker Fee	Admin Fee	Fee GST	Invoice Total
\$3,500.00	\$ 0.00	\$ 225.00	\$ 372.50	\$ 0.00	\$ 350.45	\$ 0.00	\$ 35.05	<b>\$4,483.00</b>

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Quotation 2021 - 2022

**Liability Insurance**

**Insurer:** XL Insurance Company SE, Australia Branch (ABN 36 083 570 441)

**Issued by:** ATC Insurance Solutions Pty. Ltd. as agent for the Insurer

**Insured:** Woodstock Swimming Pool Inc

**Period of Insurance:** From: 18 Nov 2021  
To: 18 Nov 2022 4:00pm local standard time

**Policy Wording:** Combined Liability incl Management Liability Policy Wording WRD127 v2.2

**Business Activities:** Operation of community swimming pool & a learner wading pool, to include community fundraising activities

**Address/Situation:** PO Box 2 WOODSTOCK NSW 2793

**Participants:** 80

**Policy Territory:** Worldwide excluding USA & Canada

**Limits of Indemnity**

**Meaning of terms:**  
'Not Included' means that this section is not insured in this quotation/placement

**Sum Insured:**

**Section 1**  
Professional Indemnity: \$1,000,000 each and every Occurrence and in the aggregate

Retroactive date: The latest of the following dates (1) Date Insured registered as a business, (2) Date from which the Insured has continuously held Professional Indemnity cover, or (3) 5 years prior to policy inception.

**Section 2**  
Public Liability: \$20,000,000 each and every Occurrence  
Products Liability: \$20,000,000 each and every Occurrence and in the aggregate

**Section 3**  
Management Liability: \$1,000,000 each and every Occurrence and in the aggregate

**Retroactive date:**  
The latest of the following dates (1) Date Insured registered as a business, (2) Date from which the Insured has continuously held Management Liability cover, or (3) 5 years prior to Policy inception

**Excess:** \$1,000 each and every Occurrence  
**Excess (Section 3):** \$1,000 each and every Claim

**Special Provisions and Endorsements:**

**Coaches/Instructors Cardiopulmonary Resuscitation Qualification Requirement**

It is hereby agreed and understood that all trainers, coaches and instructors hold and maintain a current nationally recognised qualification in Cardiopulmonary Resuscitation (CPR) (HLTAID009 Provide Cardiopulmonary Resuscitation, or any subsequent amendments to that Unit of Competency as issued by training.gov.au or any Unit of Competency or regulation that replaces that Unit of Competency or the relevant provisions of that Unit of Competency) and undertake any ongoing training required by the governing body, association or law, or the Insured.

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In the event of breach of the above conditions, We may reduce or refuse Our liability under this Policy to the extent of any prejudice suffered by Us arising from the breach of the above conditions.

#### **Contractors/Sub-Contractors Endorsement**

It is hereby agreed and understood that all Contractors, Subcontractors, security, stall holders and third-party performers have their own liability insurance with a minimum limit of indemnity of \$10,000,000 unless specifically stated elsewhere in this Policy.

It is the responsibility of the Insured to check that such cover is in force and to obtain and retain a copy of certificates of currency. All relating records are to be kept on file by the Insured and made available to the Insurer at any time on reasonable notice of the Insurer.

In the event of breach of the above conditions, We may reduce or refuse Our liability under this Policy to the extent of any prejudice suffered by Us arising from the breach of the above conditions.

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In the event of breach of the above conditions, We may reduce or refuse Our liability under this Policy to the extent of any prejudice suffered by Us arising from the breach of the above conditions.

#### **Qualified Instructors Requirement**

It is hereby agreed and understood that any fitness, training, coaching or exercise activities in connection with the Business Activities of the Insured are undertaken by a Qualified Instructor.

**Qualified Instructor** means an individual who has obtained and holds current recognised qualifications in a particular sport or other speciality area which allows them to supervise, train, coach or instruct in that sport or area. In the event of breach of the above conditions, We may reduce or refuse Our liability under this Policy to the extent of any prejudice suffered by Us arising from the breach of the above conditions.

#### **Event Organisers Condition**

It is hereby agreed and understood that the following activities or similar activities must be carried out or arranged on behalf of the Insured by bona-fide Contractor(s) or Sub-Contractor(s) that, if regulations require, is licensed, with Public Liability insurance valid for the duration of the event and such insurance must be to a minimum limit of indemnity of \$20,000,000.

- (a) Erection of stands, stages, platforms, rigs or other similar structures;
- (b) Security or crowd control or stewarding;
- (c) Work above 3 metres in height from the stage or floor or ground;
- (d) Use of fireworks or pyrotechnics;
- (e) Installation of temporary seating;
- (f) Amusement rides;
- (g) Use of inflatables of any kind;

It is the responsibility of the Insured to check that such cover is in force and to obtain and retain a copy of certificates of currency. All relating records are to be kept on file by the Insured and made available to the Insurer at any time on reasonable notice of the Insurer.

In the event of breach of the above conditions, We may reduce or refuse Our liability under this Policy to the extent of any prejudice suffered by Us arising from the breach of the above conditions.

In all other respects, the policy is unaltered.

#### **Cancellation**

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You may cancel your policy at any time by writing to us at Level 4, 451 Little Bourke Street, Melbourne, 3000 and advising us that you wish to cancel your policy. The cancellation will take effect from the date we receive such notice in writing. We will be entitled to retain premium which applies for the time on risk and an amount for our expenses subject to minimum premium provisions and any relevant government taxes and/or charges.

We may cancel your policy in any of the circumstances set out in, and in the manner allowed by, the Insurance Contracts Act 1984. We will advise you in writing if the Policy is cancelled by us.



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### IMPORTANT NOTICES & INFORMATION

We have prepared this document to assist you to understand important issues relating to your insurances. We recommend that you read it carefully. Please contact your Account Manager / Executive if there is anything you do not understand, or if you have any questions. Further information can be found within our Financial Services Guide.

#### Information for Retail Clients

The following information relates specifically to Retail Clients.

As per the Corporations Act 2001 (Cth), you are a Retail client if:

- a) You are an individual or the insurance product is used in connection with a small manufacturing business employing less than 100 people or any other business employing less than 20 people.
- and
- b) You are being provided a financial service or product that relates to the following insurance covers: Motor Vehicle, Home building/contents, Sickness and Accident, Consumer Credit, Travel or Personal and Domestic Property

#### Product Disclosure Statement

If you are buying a Retail Product, we will also provide you with a Product Disclosure Statement (PDS). This will contain information about the policy to help you to make an informed decision about purchasing that product.

#### General Advice Warning

If you are a Retail Client (refer above) and a Statement of Advice has not been provided to you with this invoice, then the advice that we are giving you related to this transaction is General Advice. General Advice is advice that has been prepared without considering your current objective's, financial situation or needs. Therefore, before acting on this advice, you should consider the appropriateness of the advice having regard to your current objective's, financial situation or needs. If the advice provided relates to the acquisition or possible acquisition of a new insurance policy, you should consider the enclosed PDS prior to making the decision to purchase this product. Information regarding the income we have been paid by the insurer for this transaction is available upon request.

#### Cooling Off Period

Your PDS will contain information relating to your cooling off rights. You may be entitled to a minimum of 14 days cooling off period, from the date the cover commences, during which you can cancel your policy and receive a refund of all money paid. Cooling off periods can vary so you should check your policy carefully and contact us if you have any questions about your cooling off rights.

#### Your Duty of Disclosure

When you take out insurance, renew, or vary a policy you hold, you have a duty to disclosure under the Insurance Contracts Act 1984. Your duties will differ depending on the type of insurance you are taking out, renewing, or varying.

The duty not to make a misrepresentation applies to insurances that are wholly or predominately for personal, domestic, or household purpose. This duty will also apply when you are taking out a new policy and the insurer has issued a notice that it is a consumer insurance contract.

This duty applies to all policies entered into that are effective on or after 05th October 2021.

For all insurances that are not a consumer insurance contract, the duty of disclosure applies.

#### DUTY TO NOT MAKE A MISREPRESENTATION

##### Applicable to Consumer Insurance Contracts (personal/domestic)

You have a duty under the Insurance Contracts Act 1984 to take reasonable care not to make a misrepresentation to the insurer (your duty).

Your duty applies only in respect of a policy that is a consumer insurance contract, which is a term defined in the Insurance Contracts Act.

Your duty applies before you enter into the policy, and also before you renew, extend, vary, or reinstate the policy.

Before you do any of these things, you may be required to answer questions and the insurer will use the answers you provide in

deciding whether to insure you, and anyone else to be insured under the policy, and on what terms.

When you renew your policy, we will include information you have previously told us that is relevant to your policy, which we passed on to the insurer. The insurer requires you to contact us to tell us if this information is incorrect, or if it has changed. If you do not tell us about a change to something you have previously told us, the insurer will take this to mean that there is no change.

To ensure you meet your duty, your answers to the questions must be truthful, accurate and complete. This duty also applies when you contact us to advise of any information that is incorrect or has changed when you renew your policy.

If you fail to meet your duty, the insurer may be able to cancel your contract or reduce the amount it will pay if you make a claim, or both.

If your failure is fraudulent, the insurer may be able to refuse to pay a claim and treat the contract as if it never existed.

#### DUTY OF DISCLOSURE

##### Applicable to Non-Consumer Insurance Contracts

Before you enter into an insurance contract, you have a duty to tell the insurer anything that you know, or could reasonably be expected to know, that may affect their decision to insure you and on what terms.

You have this duty until they agree to insure you.

You have the same duty before you renew, extend, vary or reinstate an insurance contract.

You do not need to tell the insurer anything that:

- reduces the risk they insure you for; or
- is common knowledge; or
- they know or should know as an insurer; or
- they waive your duty to tell them about.

If you do not tell the insurer something you are required to, they may cancel your contract or reduce the amount they will pay you if you make a claim, or both. If your failure to tell them is fraudulent, they may refuse to pay a claim and treat the contract as if it never existed.

#### Utmost Good Faith

Every contract of insurance is subject to the doctrine of utmost good faith which requires that the parties to the contract should act toward each other with the utmost good faith. Failure to do so on your part may prejudice any claim or the continuation of cover provided by Insurers.

#### Complaints or Disputes

If you have a complaint about the service provided to you, we have a Complaints Management Policy that aims to provide a prompt resolution. Please refer to our website or FSG for full details.

#### Terms of Payment

When we arrange, renew or vary cover on your behalf, we will invoice you for the premium, statutory charges (e.g. stamp duty, fire services levies, GST, etc.) and our brokerage &/or fees. If you do not pay the amount shown on your invoice within 14 days from the date shown on the invoice, the insurer may have the right to cancel your policy. The insurer may also charge a short-term penalty premium for the time on risk. Check your invoice for payment options.

#### Disclaimer

This Tax Invoice is a summary only (errors and omissions excepted) and does not purport to be a copy of the insurer's policy or other documents. In case of any discrepancy, the insurer's documents will prevail.

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### Essential Reading of Policy Wording

The policy wordings for your insurances have either been provided to you or will be sent to you as soon as they are received from your Insurers. We recommend that you read these documents carefully as soon as possible and advise us in writing of any aspects which are not clear to you or if any aspect of the cover does not meet with your requirements.

### Unnamed Parties

In most cases, the insurable interest of lessors, financiers, trustees, mortgagees, owners and all other parties who have a legal interest or charge over the Property Insured are automatically included as third-party beneficiaries without needing to be noted on the Policy.

If you require a person to be named as a co-insured, joint insured or insured person to be covered by your policy, you must request this. Please note, we cannot guarantee that an insurer will accommodate a request to include a further party as an insured on your policy.

If this is a requirement under a contract or agreement, do not sign the contract without checking with us as to whether the insurer is prepared to include the other party as an insured.

### Non-Renewable Insurance

Cover under your policies terminate on the date as indicated on our tax invoice or adjustment note. Some policies are not renewable contracts. If you wish to effect similar insurance for any subsequent period, it will be necessary for you to complete a new proposal prior to the termination of the current policy so that terms of insurance and quotations can then be developed for your consideration.

### Subrogation and/or Hold Harmless Agreements

You can prejudice your rights to claim under your insurance if you make any agreement with a third party that will prevent or limit the Insurer from recovering the loss from that party (or another party who would otherwise be liable). This can occur when you sign a contract containing an indemnity clause, "hold harmless" clause or a release – unless you obtain the Insurer's consent in advance. This is because some policies contain a 'contractual liability exclusions' that mean the Insurer can refuse to pay or reduce the amount it is liable to pay by the extent to which it is unable to recover from the third party. These exclusions are often found in public and products liability, broadform liability and professional indemnity policies. Examples of such agreements are the "hold harmless" clauses which are often found in leases, in property management contracts, in maintenance or supply contracts from burglar alarm or fire protection installers and in repair contracts. Other contracts you sign from time to time relating to your business operations (e.g. supply agreements, equipment hire contracts, event hire contracts, labour hire contracts, subcontracts, design and construct contracts, consultancy agreements etc.) may contain indemnity clauses and releases which may trigger the operation of policy exclusions or breach the conditions of your insurance. Do not sign a contract or lease without contacting your broker and/or taking legal advice as to whether the contract terms will prejudice your insurance protection under your policies. If you are in doubt or require further assistance, please consult your Account Manager.

### Leasing, Hiring and Borrowing Property

When you lease, hire or borrow property, make sure that the contract clearly identifies who is responsible for insuring the property. This will help avoid arguments after a loss and ensure that any claims are efficiently processed.

Industrial Special Risks policies automatically cover property which you are responsible to insure, subject to the policy excess. The decision as to who should insure the property is not left to your discretion. You may have other insurance (for example, public liability) which may assist you meet claims relating to property damage or personal injury caused to or by property which you lease or hire. Please note, there is usually a sub-limit on the amount of claims that can be made for damage to property in your temporary care, custody or control. If the responsibility to insure lies with the owner, we recommend you try to ensure the lease or hire conditions waive any rights of recovery against you, even when the damage is due to your negligence. This will prevent the owner's Insurer making a recovery against you. If there are no

conditions relating to responsibility to insure in the hire or lease contract, you should write to the owner asking who is to insure the property.

### Underinsurance, Average or Co-Insurance Clauses

Some policies contain an Underinsurance clause. This means that if you insure for less than the full value of the property, your claim may be reduced in proportion to the amount of the underinsurance. These clauses are also called "Average" or "Co-Insurance" clauses.

A simple example is as follows:

Replacement Value	\$580,000
Sum Insured	\$400,000
Amount of Claim	\$80,000

The application of underinsurance is calculated as:

$$\text{claim} \times 80\% \text{ of replacement value} \div \text{sum insured}$$

$$\$80,000 \times \$464,000 \div \$400,000 = \$68,966$$

Some Business Interruption policies contain an underinsurance, but the calculation is different. Generally, the Rate of Gross Profit, Revenue or Rentals (as applicable) is applied to the Annual Turnover, Revenue or Rentals (as applicable) (after adjustment for business trends or other circumstances). If you are in any doubt about whether and how Average/Co-Insurance clauses apply to your insurances, please contact your Account Manager for assistance.

### Insurance Placed with Unauthorised Foreign Insurers

In limited cases, we may recommend that you insure with an unauthorised foreign insurer. An unauthorised foreign insurer is an insurer that is not authorised under the Insurance Act 1973 (Act) to conduct insurance business in Australia and is not subject to the system of financial supervision of general insurers in Australia that is monitored by the Australian Prudential Regulation Authority. If the insurer becomes insolvent, you will not be protected by the Federal Government's Financial Claims Scheme provided under Part VC of that Act. If your Account Manager recommends that you insure with an unauthorised foreign insurer, they will provide you with relevant information to make an informed decision.

### Claims Occurring Prior to Commencement

Your attention is drawn to the fact that most of your policies do not provide indemnity in respect of events that occurred before the insurance commenced. They cover events that occur during the time the policy is current.

### Claims Made During the Period of Insurance

Some policies (for example, Professional Indemnity insurance) provide cover on a "claims made" basis, which means that claims first advised to you (or made against you) and reported to your insurer during the Period of Insurance are recoverable irrespective of when the incident causing the claim occurred, subject to the provisions of any clause relating to a "retroactive date".

You should also note that, in terms of the provisions of Section 40(3) of the Insurance Contracts Act 1984, where you give notice in writing to the Insurer of facts that might give rise to a claim against you as soon as is reasonably practicable after you become aware of those facts (but before the insurance cover provided by the contract expires)

then the Insurer is not relieved of liability under the contract in respect of the claim, when made, by reason only that it was made after the expiration of the Period of Insurance cover provided by the contract.

In order to ensure that any entitlement under the policy is protected, you must therefore report all incidents that may give rise to a claim against you to the Insurers without delay after such incidents come to your attention and prior to the expiration of the policy period.



DELTA AGRIBUSINESS PTY LTD

HEAD OFFICE  
287 BOOROWA STREET  
YOUNG NSW 2594

P: 02 6382 6622  
E: office@deltaag.com.au

ABN: 93 118 781 445

Quote SQ02129  
Quote Reference: Jo Hein

Customer Code WOODSP

Date 11-Nov-2021

Page 1 of 1

**WOODSTOCK POOL**  
PO BOX 31  
WOODSTOCK  
NSW 2793

Code	Description	Quantity	Price	Gross	GST	Total
KSMZ40RP	KLOR SALT MAGIC Z SERIES CHLORINATOR 40GM	2	1,454.5450	2,909.09	290.91	3,200.00
OLSSALT20	OLSS POOL SALT 20KG Quoted for Jo Hein 0428 410 310 roteburg@gmail.com	25	11.0000	275.00	27.50	302.50

Retention of Title: Responsibility for the goods which are the subject of this invoice passes at the time of shipment. Title to these goods passes upon receipt of cleared funds.

Payment is due by the end of the following month

<b>Total Ex GST</b>	3,184.09
<b>GST</b>	318.41
<b>Total Incl GST</b>	3,502.50

**Quote Acceptance**

To Accept this Quotation please either sign this document and return by fax or email, or provide a purchase order ie email confirming acceptance to

Budget – Planned Projects for Woodstock Swimming Pool Inc for 2021/2022 SeasonFrom COWRA COUNCIL

Public Liability Insurance	\$ 4,483.00
Filters and Salt	\$ 3,502.50
SHELVING, WHIPPER SNIPPER & SAFETY EQUIP	<u>\$ 559.22</u>
	\$8,544.72

Estimates

Plumber to Install (can't get quotes atm)	\$ 500.00	
NEW PIN Locking System	\$ 1200.00	
Hand Rails at the End of the Building	\$ 1500.00	
Storage shelving for chemicals (Bunnings)	\$ 299.00	
NEW Signs	<u>\$ 1200.00</u>	
	\$ 4699.00	to come from current funds and future season earnings

## Total

Current Balance is \$2423.63 and last year we received \$2700.00 in Member Key Sales.

**Woodstock Swimming Pool Association**

ABN: 42049750084

PO Box 31 Woodstock, 2793

*"...working for our community"*

21/11/2021

Cowra Shire Council  
Private Bag 342  
Cowra NSW 2794  
Via Email [council@cowra.nsw.gov.au](mailto:council@cowra.nsw.gov.au)

Dear Sir/Madam,

I write to seek Financial Assistance from the Council for the Woodstock Swimming Pool Association Incorporated. Our committee is a new committee since the passing of the previous treasurer Dennis Frazer and the resignation because of ill health of Michael Kennedy and we are seeking to make a lot of safety improvements around the swimming pool. We are continuing with the projects that Dennis and Michael wanted done (the salt water filter) as we believe this will save the pool a lot of money in the long term and we are also working on some important safety upgrades after doing an important risk assessment around the Pool.

We ask that you assist us with the payment of our Public Liability Insurance, pay for the upgrade to salt water chlorination system, and a new line trimmer and fire extinguishers, fire blanket and fire alarm for our small canteen.

We are excited for the coming season and looking forward to opening soon.

Regards

Jo-Anne Hein  
Treasurer  
Woodstock Swimming Pool Incorporated



Bunnings Group Ltd (Australia)  
ABN 26 008 672 179

### Quotation

Customer: Woodstock Swimming Pool Incorporated  
PO BOX 2  
WOODSTOCK NSW 2793

Date: 19/11/2021

Delivery Address:

Contact:  
Phone:

Delivery Instructions:

Delivery Date:

We have the pleasure in submitting our Quotation No: 310093409 for the following job:

Job Address:

Summary (Refer Attachment)	Amt Excl Gst	GST Payable	Amt Incl Gst
AS PER ATTACHED SCHEDULE			
Safety Gear	41.67	4.17	45.84
Fire Safety	166.73	16.67	183.40
Line Trimmer	299.99	29.99	329.98
Prices in this quotation are valid for a period of 30 days from the date of the Quotation after which the prices may be varied by Bunnings.			
Total	\$508.39	\$50.83	\$559.22

Hardwood Species will be supplied at Bunnings discretion unless otherwise requested.  
Note: To ensure correct pricing, it is important to state the Quotation number when ordering.

For further enquiries concerning this Quotation would you please contact our representative.

Ken 370043

Tel No: 02 6341 3000

**This Quotation is subject to Bunnings Terms & Conditions as printed on the reverse side of this form.**

Bunnings is pleased to supply you with goods on the basis of the following:

#### 1.Quotes, Estimates and Orders

Unless the quotation/estimate specifies otherwise, it is valid for 30 days and for the full quantity only. The quote/estimate supersedes all previous quotes/estimates. If you wish to change your order or product specifications before delivery a request will be provided. We will be bound to supply you the Goods when Bunnings accepts your order (but not before), and you will then be bound to pay for them. Delivery is within 30 days of us accepting the order except where we agree or advise you otherwise. Online orders will be regarded as accepted once payment has been processed and you have received an email order confirmation from us. All orders accepted by Bunnings will be pursuant to these terms, unless agreed or advised otherwise.

#### 2.Payment

**In-store purchases:** For retail customers (i.e. you do not have an account with Bunnings), the following require payment in full when you place your order: purchases under \$500; direct deliveries from our suppliers; specially ordered and custom made products; and delivery services. Purchases over \$500 require a deposit of \$500 when you place the order, and the balance is payable before the Goods are collected or delivered. Personal cheques are not accepted for amounts equal to or greater than \$10,000.

If you are a Commercial customer (i.e. you have an account with Bunnings), Bunnings' Terms and Conditions of Supply on Credit apply. Short payment of any invoice is not permitted.

**Online purchases:** You must pay for all online purchases at the time of online checkout prior to order confirmation in accordance with one of the payment methods offered on the Bunnings website.

#### 3.Delivery (if applicable)

If delivery is offered by Bunnings, a charge for delivery to your home or premises will apply. Bunnings will give you an estimated delivery date/time in good faith but, subject to any rights you have under the Australian Consumer Law we are unable to accept liability for delay in delivering the goods which is beyond our reasonable control (e.g. if stock is unavailable), except to the extent that any loss or damage is directly attributable to our negligence, wrongful act or wilful misconduct. You must ensure there is clear and safe access for delivery. Please ensure there is a person present at the delivery premises who is authorised by you to accept delivery. If there is not, you authorise us to deliver the Goods anyway (if we consider it is safe and appropriate to do so). If the delivery contractor arrives at the agreed time but is unable to deliver the Goods or considers that it is unsafe or inappropriate to do so, you may be required to pay for re-delivery later. Some Goods may require extra delivery personnel which may incur an additional charge. We will deposit your Goods at ground level at the delivery premises unless you have arranged otherwise with us. The Goods are at your risk after delivery. For Commercial customers, to the extent permissible at law, including the Australian Consumer Law, liability for damage to any property occurring in the course of delivery will not be accepted.

#### 4.Collection

If Goods are being collected, please collect them within 10 days (Commercial customers) or 30 days (retail customers) after we inform you that they are ready for collection. If you do not, then unless you make arrangements with us for late collection, we will assume you have cancelled your order. This means we may re-sell the Goods and you may forfeit any deposit or payment you have made. Where we are unable to re-sell the Goods, such as for specially ordered or custom made Goods, we will invoice you for payment in full if not collected within the timeframes set out above, unless otherwise agreed. We may need to verify your identity upon collection.

#### 5.Warranties

In addition to manufacturers' guarantees on selected products, if you are a Consumer within the meaning of the Australian Consumer Law, Bunnings provides additional warranties in accordance with the Australian Consumer Law. Consumers are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. Consumers are also entitled to have the goods repaired or replaced if the Goods fail to be of acceptable quality and the failure does not amount to a major failure. All other warranties and representations are excluded, except those that are non-excludable in law, including the Australian Consumer Law. Subject to Australian Consumer Law, where Goods supplied are not of a kind ordinarily acquired for personal, domestic or household use, our liability is limited to refunding the price or replacing or repairing the Goods (at our option) and we exclude liability for indirect or consequential loss (indirect, special, consequential or exemplary damages or losses, including loss of opportunity, revenue, profit, contract, goodwill and loss arising from business interruption, e.g. contractor time on site). Bunnings will not be liable for damage, loss or injury suffered as a result of any person failing to follow instructions relating to the Goods, modifying them, failing to appropriately maintain or store them or using them for an unintended purpose. To assist us in resolving any problems you may experience, please inspect the Goods upon taking delivery and report any shortage, discrepancy, defect, wrong specification or similar problem to us as soon as you become aware of it, and for commercial customers within 7 days of delivery (otherwise, subject to Australian Consumer Law we may not be liable for that problem later).

#### 6.Cancellation & Returns

We will endeavour to assist you if you wish to cancel your order or return Goods unused - for retail customers please see the returns policy on our website. Some Goods, including specially ordered and custom made Goods are non-returnable unless a warranty or guarantee is breached (further information can be found on [www.bunnings.com.au/returns](http://www.bunnings.com.au/returns)). Subject to Australian Consumer Law, customers may be required to pay for loss we incur as a result (for example, handling/transport costs or any re-stocking fee charged by our supplier).

We reserve the right to cancel any order (in full or part) where: (i) you are in breach of your payment obligations to Bunnings; (ii) Bunnings reasonably suspects that you are purchasing Goods for the purposes of resale or resupply; (iii) Bunnings becomes aware after order confirmation that the good is out of stock; or (iv) there has been a genuine pricing or product description error by Bunnings or its supplier. We will refund any amount already paid in respect of any cancelled order (and in the case of part cancellation of an order, we will refund the amount paid that relates to the cancelled portion of the order).

#### 7.Privacy

Bunnings collects your personal information here to allow us to supply you with goods or services. We will not use or disclose your personal information for any other purpose. Our Privacy Policy can be found on [www.bunnings.com.au/privacy-policy](http://www.bunnings.com.au/privacy-policy). By placing an order with us, you consent to us providing your name, contact details and delivery address to third parties (including our suppliers or delivery contractors) for the purpose of fulfilling and delivering your order. If you have any questions, email us at [privacy@bunnings.com.au](mailto:privacy@bunnings.com.au).

#### 8.Third Party Installation

Where you arrange for a third party to install Goods supplied by us, you must contract separately with that third party. Bunnings will not be liable for any installation services provided by a third party.

#### 9.GST

If goods are being exported out of Australia and you can confirm that this will be within 70 days of purchase, then GST on the goods will not be charged. Account Customers will be required to provide the relevant export documentation, i.e. Bill of Lading and customs clearance documentation, within 70 days of purchase for this to be valid. If you do not provide the relevant documentation within this time frame, then GST on the purchase will be charged to your account.

#### 10.Entire agreement

These terms and conditions, together with Bunnings policies available on its website (including its returns and refunds policy), apply to the exclusion of all other terms and conditions, including any terms and conditions contained in any purchase order or other document provided by you, the customer. In the event of any inconsistency between those documents, these terms and conditions will take precedence. Where Bunnings accepts your order, it does so on the basis of these terms and conditions and any clarifications, such as inclusions and exclusions, included in its quote, unless expressly provided otherwise in writing.



Bunnings Group Ltd (Australia)  
ABN 26 008 672 179

Cowra Store  
22 Redfern Street  
Cowra NSW 2794  
Phone 02 6341 3000

Quotation No: 310093409

Customer: Woodstock Swimming Pool Incorporated  
PO BOX 2  
WOODSTOCK NSW 2793

Date: 19/11/2021

Delivery Address:

Job Number:

Job Address:

Item Number	Item Description	METRE or QTY	M3 or UNIT	RATE EXCL GST	AMT EXCL GST	GST PAYABLE	AMT INCL GST
<b>Safety Gear</b>							
5821922	SAFETY FACE PROTECTOR++HANDYMAN FACESHIELD F200R	1	Each	20.86	20.86	2.09	22.95
5823110	EAR MUFFS SH&SAFETY++HIGH PERFORMANCE EMU44PR	1	Each	20.81	20.81	2.08	22.89
	<b>Safety Gear Total</b>	<b>2</b>			<b>41.67</b>	<b>4.17</b>	<b>45.84</b>
<b>Fire Safety</b>							
0170690	FIRE EXTINGUISHER FIREPRO++4.5KG DRY POWD 10A.40BE FP4566	2	Each	60.82	121.64	12.16	133.80
4211479	FIRE BLANKET FIREPRO++1.2X1.8M FP-FBCTL	1	Each	14.18	14.18	1.42	15.60
4211437	SMOKE ALARM QUELL++P/ELECTRIC 10YR TRADE PK Q1400	1	Each	30.91	30.91	3.09	34.00
	<b>Fire Safety Total</b>	<b>4</b>			<b>166.73</b>	<b>16.67</b>	<b>183.40</b>
<b>Line Trimmer</b>							
0067435	LINE TRIMMER EASY START RYOBI++25.4CC STRAIGHT RLT254SDSO	1	Each	253.64	253.64	25.36	279.00
2970558	SHOULDER HARNESS RYOBI++UNIVERSAL FIT RAC1301	1	Each	46.35	46.35	4.63	50.98
	<b>Line Trimmer Total</b>	<b>2</b>			<b>299.99</b>	<b>29.99</b>	<b>329.98</b>
	<b>GRAND TOTAL</b>	<b>8</b>			<b>508.39</b>	<b>50.83</b>	<b>559.22</b>

\*\*\* Quote Valid until 19-DEC-2021 \*\*\*

Bunnings takes all reasonable care in preparing quotations, but is unable to accept any responsibility for any errors or omissions. It is your responsibility to carefully check and confirm all items, quantities and measurements before placing an order. Where Bunnings accepts any order placed, it does so on the basis that you bear full responsibility for ensuring the accuracy of all items, quantities and measurements and that they comply with any plans, drawings or other specifications provided.

\* This quote is strictly confidential \*



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**Michael Jones**

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**From:** Jo Chandler-Hein and Peter Hein [REDACTED]  
**Sent:** Sunday, 21 November 2021 10:53 AM  
**To:** Council  
**Cc:** Simone Gough; Lee Brien; Lawrance Ryan  
**Subject:** URGENT - Funding required by Woodstock Swimming Pool Incorporated - Please present at council Meeting  
**Attachments:** Donation Form 2021 NOV PUBLIC Liability and UPGRADE form .docx; Delta Agribusiness Sales Quote-SQ02129 Saltwater Chlorinator.pdf; WSPI Letter to Council for funding Nov 2021.docx; Quote\_310093409.pdf; QuotationV1-Woodstock Swimming Pool Inc-115528-Unposted.pdf; Budget - Cowra Council November 2021 Grant.docx

**CAUTION:** This email originated from outside of the Cowra Shire Council Domain. Do not click links or open attachments unless you recognise the sender and know the content is safe.

**Woodstock Swimming Pool Association**

PO Box 31

"...working for our community"

ABN: 42049750084

Woodstock, 2793

21/11/2021

Cowra Shire Council  
Private Bag 342  
Cowra NSW 2794  
Via Email [council@cowra.nsw.gov.au](mailto:council@cowra.nsw.gov.au)

Dear Sir/Madam,

I write to seek Financial Assistance from the Council for the Woodstock Swimming Pool Association Incorporated. Our committee is a new committee since the passing of the previous treasurer Dennis Frazer and the resignation because of ill health of Michael Kennedy and we are seeking to make a lot of safety improvements around the swimming pool. We are continuing with the projects that Dennis and Michael wanted done (the salt water filter) as we believe this will save the pool a lot of money in the long term and we are also working on some important safety upgrades after doing an important risk assessment around the Pool.

We ask that you assist us with the payment of our Public Liability Insurance, pay for the upgrade to salt water chlorination system, and a new line trimmer and fire extinguishers, fire blanket and fire alarm for our small canteen.

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We are excited for the coming season and looking forward to opening soon.

Regards

Jo-Anne Hein  
Treasurer  
Woodstock Swimming Pool Incorporated