

Torres Strait Island
REGIONAL COUNCIL

AGENDA

STRATEGIC ADVISORY REFERENCE GROUP

Date: Tuesday 5th April 2022

Time: 1:00pm to 4:00pm

Venue: Video Conference

Agenda

1. Welcome (Chair)
2. Opening Prayer
3. Apologies
4. Conflict of Interest (COI) / Declarable / Prescribed
5. Noting of Ratified Minutes - SARG Meeting –
 - 1st March 2022 – VC – ratified at March 2022 OM
6. Strategic Action Items Review
7. **Mayor**
 1. Update/review on strategic priorities for all TSIRC Standing Committees – Verbal
 2. Update/review of Standing Committees procedures and Agenda Items – Verbal
 3. Update/review of all current TSIRC MOU's (i.e., Defence, TSRA, Other) – Verbal
 4. Update/review on policies/plans related to Advocacy and Communication (i.e., Mayor's, Councillors and Administrations role in external stakeholder and political engagements) – Verbal
8. **Executive Director Corporate Services**
 1. Digital Connectivity Update
 2. Council Policies – Child and Youth Risk Management Policy
 3. Conferencing system options
9. **Executive Director, Financial Services**
 1. Indigenous Procurement Policy – Verbal

10. Legal Services

1. Status of LHA Lease resolution – verbal

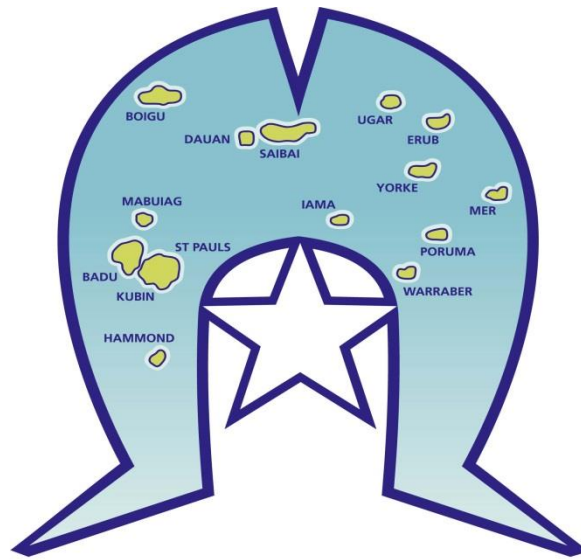
11. CLOSED BUSINESS

1. EDES – TSIRC Fuel Improvement Program Status Update Report – **Late**
2. EDBCS – BSU Update - **Late**
3. EDCS - TAP Update

12. General/ Other Business (on notice)

13. Next meeting date – Tuesday 3rd May| 1pm – 4pm

14. Closing Remarks and Prayer



Torres Strait Island
REGIONAL COUNCIL

Minutes

STRATEGIC ADVISORY REFERENCE GROUP

Date: Tuesday 1st March 2022

Time: 1:00pm to 4:00pm

Venue: Video Conference

PRESENT:

Cr Phillemon Mosby, Mayor – Poruma (Coconut)
Cr Getano Lui, Deputy Mayor, Division 9 – Iama (Yam)
Cr Keith Fell, Division 4 - Mabuiag
Cr Hilda Mosby, Division 12 – Masig (Yorke)
Cr Rocky Stephen, Division 13 – Ugar (Stephen)
Cr Aven Noah, Division 15 – Mer (Murray)

STAFF:

Ms Hollie Faithfull, Acting Chief Executive Officer
Mr David Baldwin, Executive Director, Engineering Services
Mr Dawson Sailor, Acting Executive Director Building and Community Services
Ms Nicola Daniels, Acting Executive Director Financial Services
Mr Peter Krebs, Manager Legal Services
Mrs Ursula Nai, Senior Executive Assistant to the CEO
Mr Jacob Matysek – Executive Assistant to the Mayor
Ms May Mosby – Secretariat Officer

APOLOGY:

Ms Megan Barrett, Executive Director Corporate Services

1. Welcome (Chair)

Mayor Phillemon Mosby completed a roll call of committee members and staff and welcomed everyone to the meeting and acknowledged the following:

- Our Heavenly father for his awesome knowledge, wisdom and understanding upon our lives
- Traditional owners across the length and breadth of Zenadth Kes including, Cairns office
- Families in sorry business on ples and on the mainland

2. Opening Prayer

Mayor Mosby invited Cr Keith Fell to open the meeting in a word of prayer at 1:11pm

3. Apologies

Ms Megan Barrett, Executive Director Corporate Services

4. Conflict of Interest (COI) / Declarable / Prescribed

No declarations made. Mayor Mosby encouraged Councillors to make a declaration at any time.

5. Noting of Ratified Minutes - SARG Meeting

- 1st February 2022 – VC – ratified at February 2022 OM

RESOLUTION:

Moved: Cr Aven Noah; Second: Cr Hilda Mosby

That the Minutes for the SARG meeting held on 1st February 2022 be adopted as a true and correct account of the meeting.

MOTION CARRIED UNANIMOUS

6. Strategic Action Items Review

Ms Hollie Faithfull, Acting Chief Executive Officer provided an update of the three action items.

7. **Mayor**

1. **SARG and Executive Directors Leadership Program 2022 – Verbal**

Mayor Mosby provided the committee with a verbal update of the above SARG and Executive Directors Leadership retreat. Proposed dates were the 28th – 3rd April 2022, however due to two (2) SARG members not able to attend, this topic will be taken offline to look at an alternate date.

ACTION: Acting Chief Executive Officer to take the dates for the SARG and Executive Directors Leadership Program offline to look at an alternate date.

2. **Meeting Protocols for SARG Members – Verbal**

Mayor Mosby spoke on this topic of meeting protocols with SARG members. As part of capacity building how we conduct our standing committee meetings; how frequent we can make certain meetings; how we improve those standing committees and meeting procedures.

Further discussions took place and the committee agreed that those agenda topics that involves a particular standing committee should be discussed at those standing committee meetings before presenting to SARG and on to full Council.

3. **2022 Theme/Focus – Verbal**

Mayor Mosby spoke to this topic as it was part of discussions in closed business, out of closed business and in camera session by Deputy Mayor, Cr Getano Lui on having a specific theme which could resonate and bring the team together leading up to the leadership retreat. A theme that signifies the Torres Strait region.

4. **Youth, Women, Employment and Training Standing Committee**

Mayor Mosby spoke to this topic and advised that this matter has been raised by a number of Councillors and members of SARG committee around establishing an additional standing committee on Youth, Women, Employment and Training. Upon advice it was recommended that this matter be put to SARG whether it be deemed appropriate and valid for this specific standing committee.

Cr Keith Fell suggested that any matters relating to the above subject be delegated to the present standing committees rather than establishing another committee, that is, Youth and Women would go under Cr Keith Fell at Housing Safe and Healthy Communities and Employment and Training would go under Cr Rocky Stephen at Economic Growth.

ACTION: Acting Chief Executive Officer to amend the Terms of Reference of the Housing, Safe and Healthy Communities to include add Youth, Women and Employment and amend the Terms of Reference of the Economic Growth Committee to include Employment and Training and provide a report to the SARG meeting for recommendation to the April Ordinary Meeting.

8. A/Chief Executive Officer

CEO Induction - Verbal

Ms Hollie Faithfull, Acting Chief Executive Officer provided the committee with a verbal update regarding the onboarding of the new CEO, Mr James William who will commence with TSIRC on Monday, 7th March 2022 in the Cairns TSIRC Office. Ms Hollie Faithfull has been working with the Mayor and Danielle Turner from Preston Lawyers HR in relation to what TSIRC will be providing Mr James William during his first week at TSIRC.

Mayor Mosby will also do an introduction on Monday 7th March 2022 of Mr James William to the Councillors via VC mid-morning and a similar session will be held after lunch via VC with all Council staff so that Mr James William can meet the staff.

Cr Keith Fell asked if SARG members could have the induction scheduled.

ACTION: Acting Chief Executive Officer to furnish the SARG members with the schedule for the CEO Induction.

9. Executive Director Corporate Services

1. Digital Connectivity Update

Ms Hollie Faithfull, Acting Chief Executive Officer spoke to this topic on behalf of Ms Megan Barrett, Executive Director, Corporate Services. Ms Megan Barrett and her team has been working with Minister Enoch's Office in consultation with Telstra to try and come up with a solution. In addition, Council is also preparing to lodge a funding application with the Local Government Grant and Subsidy Program 2022-2024 to be able to fund those upgrades. Ms Megan Barrett will provide another update at the April SARG meeting and also to Economic Growth Committee as requested.

2. RAP Status Update – Verbal

Ms Hollie Faithfull, Acting Chief Executive Officer spoke to this topic on behalf of Ms Megan Barrett, Executive Director, Corporate Services. Ms Megan Barrett presented a paper to the last SARG meeting and advised the next step is to call for nominations from Executives and staff to be part of the committee for RAP. Once a committee is formed then the next process will commence in relation to the RAP. A final RAP document will be presented to council for adoption at the July Ordinary meeting.

Deputy Mayor Cr Getano Lui enquired as to a timeframe or whether it will be an ongoing matter. Ms Hollie Faithfull, Acting Executive Officer advised that there is an end date that Ms Megan Barrett is proposing to bring the final RAP document to Council for adoption at the July Ordinary meeting however SARG will be updated along the way.

3. TAP Update – Verbal

Ms Hollie Faithfull, Acting Chief Executive Officer spoke to this topic on behalf of Ms Megan Barrett, Executive Director, Corporate Services and advised the committee that she will take this matter on notice and have Ms Megan Barrett, prepare a report for the next SARG meeting or for the next Council meeting at the Mayor's request.

ACTION: Executive Director, Corporate Services table this Agenda topic at the next SARG meeting for the new CEO to have some input into the document.

4. 2022 Deputation | Outcomes and next steps – Verbal

Ms Hollie Faithfull, Acting Chief Executive Officer spoke to this topic on behalf of Ms Megan Barrett, Executive Director, Corporate Services. In late November, early December 2021, the Mayor, Deputy Mayor, Mr David Baldwin and Ms Hollie Faithfull travelled to Brisbane and deputised with a number of State Ministers. Acting Chief Executive Officer, Ms Hollie Faithfull advised she has now received responses from Minister Crawford, Minister Bailey and Minister Fentiman. Minister Bailey has advised he will be requesting information from TSIRC during the month of March in preparation of their budget cycle.

Acting CEO Ms Hollie Faithfull will discuss this with incoming CEO Mr James William and Ms Megan Barrett who is overseeing this process. The next month will be crucial in regard to the deputation process. Letters have also been sent under the Mayor's hand to both the current member for Leichhardt and the running candidate member for Leichhardt. The request is to have a meeting with Mr James William and Mayor Mosby to discuss TSIRC deputation priorities in preparation for the Federal elections.

5. Regional Governance and LG name and Boundary change - Verbal

Ms Hollie Faithfull, Acting Chief Executive Officer provided a verbal update on this topic on behalf of Ms Megan Barrett, Executive Director, Corporate Services. A report on Regional Governance and Local Government and boundary change was presented at the previous Governance and Leadership meeting and in-depth discussions were held. Cr Getano Lui advised that the three titles should be dealt with individually rather than together.

Acting Chief Executive Officer advised that this matter will be included in the handover with the new Chief Executive Officer.

ACTION: Executive Director, Corporate Services to split Regional Governance, Local Government Name Change and Boundary Change to three separate topics.

10. A/Executive Director, Building & Community Services

1. Queensland Health TORCH – Verbal

Mr Dawson Sailor, Acting Executive Director, Building and Community Services spoke to this agenda topic which is an acronym for Torres and Cape Health Care.

This Project is to look at addressing better health outcomes in the Torres and Cape region. Acting Executive Director Building and Community Services met with Mayor Mosby and a representative from Queensland Health and Queensland Aboriginal and Island Health Council (QAIHC) to talk about plans to roll out this project. A workshop is planned to talk about health concerns in the region.

ACTION: Executive Director, Building and Community Services have an offline conversation with Cr Keith Fell regarding the TORCH project.

11. SARG COMMITTEE MOVED INTO CLOSED BUSINESS

RESOLUTION:

Move: Cr Hilda Mosby; Second: Cr Keith Fell

That in accordance with section 254J of the *Local Government Regulation 2012 (Qld)* it is resolved for the meeting to go into closed session to discuss matters of the following nature:

- (a) the appointment, discipline or dismissal of the chief executive officer.**
- (f) matters that may directly affect the health and safety of an individual or group of individuals;**
- (g) negotiations relating to a commercial matter involving the local government for which a public discussion would be likely to prejudice the interests of the local government.**

MOTION CARRIED UNANIMOUS

- EDES – TSIRC Fuel Improvement Program Status Update Report
- EDBCS – BSU Update – **late**
- Mayor – Industrial Relations Matters – Verbal
- Mayor – Matters related to CEO appointment – Verbal
- Legal – Litigation Matters – Verbal
- A/CEO & EDES – Elphinstone Close Business Case – Verbal

12. COMMITTEE MOVED OUT OF CLOSED BUSINESS AND RESUME IN OPEN BUSINESS

RESOLUTION:

Moved: Cr Hilda Mosby; Second: Cr Keith Fell

That the Strategic Advisory Reference Group Committee move out of closed business and resume in open business.

MOTION CARRIED UNANIMOUS

It was noted for minute taking purposes that at 3:14pm all staff except the Acting Chief Executive Officer and Manager of Legal Services were asked to leave the meeting.

3:30pm – Mayor Mosby left the meeting and handed the chair over to Deputy Mayor Cr Getano Lui.

3:47pm – All Staff re-joined the meeting.

Resolutions following closed business:

EDES – TSIRC Fuel Improvement Program Status Update Report

RESOLUTION:

Move: Cr Aven Noah; Second: Cr Hilda Mosby

That the Strategic Advisory Reference Group (SARG) notes the report.

MOTION CARRIED UNANIMOUS

EDBCS – BSU Update – late

RESOLUTION:

Move: Cr Keith Fell; Second: Cr Aven Noah

That SARG committee notes the information on this report and proceeds to Council ordinary meeting.

MOTION CARRIED UNANIMOUS

4:54pm - Staff asked to leave the meeting except for Ms Hollie Faithfull, Acting Chief Executive Officer and Mr David Baldwin, Executive Director Engineering Services.

13. General/ Other Business (on notice)

Climate Change Adaptation and Environment Committee

Cr Hilda Mosby advised SARG that the date for the Climate Change Adaptation and Environment Committee will be changing due to Day 2 of Council Meeting.

TSRA Standing Committees

Cr Rocky Stephen discussed the possibility of TSRA becoming a member of TSIRC standing committee meetings or being an invited guest

ACTION: Executive Director, Corporate Services to provide advice if TSRA committee members can become members of TSIRC standing committees or attend as invited guests.

CEQ Food Security

Cr Keith Fell discussed CEQ food security. Deputy Mayor, Cr Getano Lui advised that he would raise this matter with the Mayor but suggested to take it to LDMG as an agenda item as CEQ is a member of LDMG.

ACTION: Acting CEO to raise food security with IBIS as an agenda topic at the next LDMG meeting

Mura Kosker Sorority Food Security Trail

Cr Aven Noah discussed the Mura Kosker Food Security Trail which is being trailed in 6 communities. Cr Aven Noah has requested more information.

ACTION: Acting Executive Director, Building and Community Services to seek additional information from Mura Kosker Sorority on the Food Security Trail and provide an overview at the next SARG meeting.

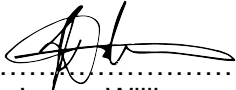
14. Next meeting date – Tuesday 5th April 2022 | 1pm – 4pm

Deputy Mayor, Cr Getano Lui advised the dates for the next SARG meeting.

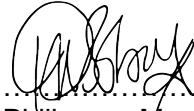
15. Closing Remarks and Prayer

Deputy Mayor, Cr Getano Lui acknowledged and thanked Mr David Baldwin and Ms Hollie Faithfull for their contributions and efforts during their time as Acting Chief Executive Officer and closed the meeting in a word of prayer.

MEETING CLOSED – 5:32PM



.....
Mr James William
Acting Chief Executive Officer
Torres Strait Island Regional Council
Date: 22nd March 2022



.....
Cr Phillemon Mosby
Mayor
Torres Strait Island Regional Council
Date: 22nd March 2022

Strategic Advisory Reference Group (SARG) Action Items Register

No. in Meeting	Month of Meeting	Year	Type of Meeting	Community	ne	Action	Lead Officer	Budget (Y/N)	Strategic / Operational	Linked to Council Plans eg. Op Plan, AMP (Y/N)	Status / Comments	Completion ETA
1	March	2022	SARG	VC	Mayor - SARG and Executive Directors Leadership Program 2022	Acting Chief Executive Officer to take the dates for the SARG and Executive Directors Leadership Program offline to look at an alternate date.	Acting Chief Executive Officer				Currently in progress	
1	March	2022	SARG	VC	Mayor - Youth, Women, Employment & Training Standing Committee	Executive Director Corporate Services to amend the Terms of Reference of the Housing, Safe and Healthy Communities to include add Youth, Women and Employment and amend the Terms of Reference of the Economic Growth Committee to include Employment and Training and provide a report to the SARG meeting for recommendation to the April Ordinary Meeting.	Executive Director Corporate Services				Currently in progress and will be presented to May SARG and OM	
1	March	2022	SARG	VC	A/Chief Executive Officer - CEO Induction	Acting Chief Executive Officer to furnish the SARG members with the schedule for the CEO Induction	Acting Chief Executive Officer				Secretariat as sent the Induction to all SARG members on 31.03.2022	Closed
1	March	2022	SARG	VC	EDCS - TAP Update	Executive Director, Corporate Services table this Agenda topic at the next SARG meeting for the new CEO to have some input into the document	Executive Director Corporate Services				Included for April Agenda	
1	March	2022	SARG	VC	EDCS - Regional Governance and LG name & Boundary chane	Executive Director, Corporate Services to split Regional Governance, Local Government Name Change and Boundary Change to three separate topics	Executive Director Corporate Services				Completed - Separate reports will continue to be presented	
1	March	2022	SARG	VC	A/EDBCS - Qld Health TORCH	Acting Executive Director, Building and Community Services have an offline conversation with Cr Keith Fell regarding the TORCH project.	Acting Executive Director Building & Community Services				Outline of project sent to Cr Fell. Meeting to be arranged this week.	
1	March	2022	SARG	VC	General/Other Business	Executive Director, Corporate Services to provide advice if TSRA committee members can become members of TSIRC standing committees or attend as invited guests.	Executive Director Corporate Services				currently in progress	
1	March	2022	SARG	VC	General/Other Business	Acting CEO to raise food security with IBIS as an agenda topic at the next LDMG meeting	Acting Chief Executive Officer				Mat Brodbeck to raise as agenda topic for LDMG	
1	March	2022	SARG	VC	General/Other Business	Acting Executive Director, Building and Community Services to seek additional information from Mura Kosker Sorority on the Food Security Trail and provide an overview at the next SARG meeting.	Acting Executive Director Building & Community Services				Will enquire further with Mura Kosker and provide verbal update in SARG	

SARG MEETING:	April 2022
DATE:	5 April 2022
ITEM:	Agenda Item for Strategic Advisory Reference Group
SUBJECT:	Digital connectivity update
AUTHOR:	Megan Barrett, Executive Director Corporate Services

Recommendation:

That the Strategic Advisory Reference Group (SARG) notes the update regarding digital connectivity for TSIRC.

Background:

TSIRC received a reminder in late 2021 that existing copper services for telecommunications in the region would be de-commissioned in August 2022. Since then, the IT department and Executive Director Corporate Affairs have been working in close tandem to identify technical solutions for a new system and financial support to enable purchase and implementation of any such system.

Discussions are continuing with:

- Scott Pithers – Business Development Manager, Telstra
- Lauren Ganley – Head of First Nations Strategy & Engagement, Sustainability, External Affairs & Legal – Telstra Corporation Ltd
- Minister Enoch's office – and support staff

April 2022 update

A grant submission was lodged under the authority of the Chief Executive Officer on Friday 18 March 2022 to the Local Government Grants Subsidy Program (LGGSP) for total funding of @\$490 000, to address the capital and operating costs of the proposed Satellite Solution to address the cessation of copper services. The results of funding applications are anticipated in late April/early May 2022. LGGSP actively encouraged the submission of the funding application.

The capital costs have also been included in the current capital budget forecasting process, to accommodate costs in the event that the LGGSP funding does not eventuate. Operating costs will be captured in the remaining budget forecasts, in order to ensure that funding for the Satellite Solution will be available through some means.

A meeting with Scott Pithers from Telstra has been scheduled for early April, with a view to discussing logistics and timing of the delivery and installation of infrastructure. Although a Council

resolution will be required to progress with the proposed solution, contingency planning is under way to ensure all parties are well prepared to commence works urgently upon approval.

There has been some suggestion that Telstra may delay the cut-off date for copper services, to enable continued access past August 2022, however that has yet to be confirmed.

All other information below remains valid.

Current status:

Discussions with Scott Pithers at Telstra have resulted in an offer to amortise the approximate \$450 000 cost of the proposed replacement service over 24 months. Accepting that offer would enable TSIRC to distribute the impact of the total cost over 24 repayment instalments, rather than a single, once-off payment. As an interest-free option, this has merits for TSIRC. As negotiations are continuing however, the offer has not yet been accepted.

Discussions with Lauren Ganley at Telstra Corporation are continuing and TSIRC has been asked to wait until late February for further advice (note – verbal advice may be available by the time SARG convenes on 1 March 2022).

Discussions with Minister Enoch's office are continuing, with a view to reiterating the limited capacity TSIRC has to accommodate any extra, un-planned costs in its operating or capital budgets.

The Executive Director Corporate Services is continuing to work closely with IT services and the finance team to navigate proposed options, secure assurance of available funds and potentially propose a budget amendment when the budget forecasting process commences in March 2022.

Risks

The time taken to negotiate alternative technical and financial arrangements to address the gap left by the cessation of copper services in the region represents a risk. Should Telstra remain committed to its 30 August 2022 cut-off date, TSIRC risks not having an alternative digital connection in place, which would impact on BAU and non-routine TSIRC functions.

The advent of a late wet season potentially could impact the delivery of equipment and the successful installation of same, noting that infrastructure will need to be freighted to each island – and specialised staff brought into community for installation, testing and connection.

Noting the above risks, every effort is being made to find a mutually acceptable and affordable solution to the matter of digital connectivity for TSIRC with sufficient time to allow beta testing, instalment and connection with adequate contingency planning for unforeseen events such as poor weather.

Links to Strategic Plans:

This report strategically aligns to specific delivery objectives under all pillars of Council's Corporate Plan.

Statutory Requirements:

Local Government Act 2009

Local Government Regulation 2012

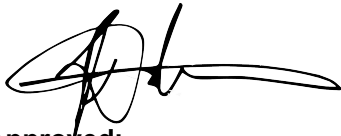
Conclusion:

That the Strategic Advisory Reference Group (SARG) notes the update regarding digital connectivity for TSIRC.

**Recommended**

Megan Barrett

Executive Director Corporate Services

**Approved:**

James William

Chief Executive Officer



TORRES STRAIT ISLAND REGIONAL COUNCIL

SARG REPORT

SARG MEETING: April 2022

DATE: 5 April 2022

ITEM: Agenda Item for Strategic Advisory Reference Group

SUBJECT: Council Policies

AUTHOR: Tracey Burrell, Manager People & Wellbeing

Recommendation

That the Strategic Advisory Reference Group note the information contained in this report and recommend the Child and Youth Risk Management Policy for endorsement by Council.

Executive Summary:

The policies contained in this report required redrafting and updating due to either having expired or changes to legislation. To ensure compliance with legislation and existing policies, the Child and Youth Risk Management Policy has been updated to reflect nominal changes internal to Council.

The table below show the policies contained in this report:

Policy	Changes
Child and Youth Risk Management Policy	Updated to reflect TSIRC internal changes.

Conclusion:

That SARG note the information contained in this report and recommend the Child and Youth Risk Management Policy for endorsement by Council.

Tracey Burrell
Manager People and Wellbeing

Megan Barrett
Executive Director Corporate Services

James William
Chief Executive Officer

Child and Youth Risk Management Policy

Responsible Manager	Manager People and Wellbeing
Head of power	<i>Commission for Children and Young People Act 2000</i> <i>Commission for Children and Young People and Child Guardian Amendment Bill 2004</i> <i>The Child Protection Act 1999</i> <i>Working with Children Risk Management and Screening Act 2000</i>
Authorised by	Council
Authorised on	TBC
Implemented from	TBC
Last reviewed	March 2022
Review history	2020, 2022
To be reviewed on	March 2024
Corporate Plan	People, Sustainability and Prosperity

1. Purpose

The Child and Youth Risk Management Policy provides guidelines that ensure that Council has appropriate procedures in place to maintain the safety and wellbeing for children and young people by complying with our legislative requirements under the blue card system, ensuring that our policy and procedure remains current and effective in identifying and minimising risks of harm to children and young people.

2. Application

This policy applies to all Councillors, employees, volunteers, contractors and third-party providers acting on behalf of TSIRC.

3. Legislation/Policies

This policy is established with reference to obligations specified in the *Working with Children (Risk Management and Screening) Act 2000* and the *Working with Children (Risk Management and Screening) Regulation 2011*.

4. Provisions or other relevant heading

The Working with Children (Risk Management and Screening) Act 2000 (the Act) and the Working with Children (Risk Management and Screening) regulation 2011 require regulated organisations to develop and implement a Child and Youth Risk Management Strategy which aims to keep children and young people safe.

Council will comply with the eight minimum requirements outlined in the legislative framework as follows:

Commitment

1. Council is committed to maintaining the safety and wellbeing of children and the protection of children and young persons who use our services from harm so has developed a Child and Youth Risk Management Procedure to ensure appropriate procedures are in place; and
2. A code of conduct for interacting with children is included in the Child and Youth Risk Management Procedure which sets out the actions, behaviours and conduct expected of all TSIRC Councillors, employees, volunteers, contractors, consultants and third party providers acting on behalf of TSIRC.

Capability

3. Council has policies and procedure in place for the recruitment, selection, training and managing staff and volunteers.

Concerns

4. Procedures for handling disclosures or suspicions of harm, including reporting guidelines are included in the Child and Youth Risk Management Procedure;
5. A plan is in place for managing breaches of our risk management strategy; and
6. Risk management plans must be conducted for high risk activities and special events as outlined in the Child and Youth Risk Management Procedure.

Consistency

7. A written procedure is in place which provides clear guidelines for managing compliance with the blue care system; and

8. Strategies have been developed to ensure the organisation has effective communication and support processes in place. (Communication Guidelines)

Manager Responsible for Review:

Manager People and Wellbeing

Adopted:

Chief Executive Officer

Due for revision: March 2024

TORRES STRAIT ISLAND REGIONAL COUNCIL

SARG REPORT

SARG MEETING:	April 2022
DATE:	5 April 2022
ITEM:	Agenda Item for Strategic Advisory Reference Group
SUBJECT:	Conferencing system options
AUTHOR:	Megan Barrett, Executive Director Corporate Services

Recommendation:

That the Strategic Advisory Reference Group (SARG) notes the update regarding conferencing systems for Council meetings.

Background:

Council has requested the provision of a new conferencing system for Council (and Standing Committee) meetings. The previous conferencing system was de-commissioned as the hardware was retired and the relevant software was no longer supported. The hardware was also prohibitively heavy and difficult to transport between meeting venues.

Current status

In accordance with the Procurement provisions which guide TSIRC, three (3) quotes have been obtained for the provision and installation of a new Conferencing System which will work in Divisions, be easy to transport and will enable Councillors to see and hear each other more easily during meetings.

Each of the three quotes referred the same operating system, which is the *Bosch Dicentis*. It is understood that TSRA currently uses a similar system to this one

It is proposed to purchase 25 units, which provides one for each Councillor, one for each Executive Team member and five for the remainder of Secretariat and guests. Each attendee would receive a pack which includes a "console", microphone, charger cord and battery pack. The total weight would be @1.5kg and each Councillor would be responsible for the safe keeping of the console and associated equipment. Central components of the system are not as heavy as the previous system, but still comprise three (3) units at @11 kg each, noting that Secretariat would be responsible for movement of the core units.

The quoted total cost of the purchase and set-up of the equipment is \$70 000 – 80 000, depending in the supplier. This cost has been proposed in the current capital budget process, noting that inclusion at this point translates to a proposal, rather than a commitment. The budget deliberative process involving Council will determine whether funds are directed to this proposal.

Risks

It is important to note that the system still requires Secretariat to transport equipment between meeting venues. The system is not light and there may be a reliance on other (stronger) people to assist with loading and carrying equipment.

Where a Councillor forgets to bring the console, it will be difficult for them to participate in the meeting, so it will be important for Councillors to bring the console with them to each meeting. The console will be an additional piece of equipment for Councillors to care for and to manage on their work space during each meeting.

Links to Strategic Plans:

This report strategically aligns to specific delivery objectives under all pillars of Council's Corporate Plan.

Statutory Requirements:

Local Government Act 2009

Local Government Regulation 2012

Attachments:

Attachments 1 – 3: Quotes for provision and installation of Bosch Dicentis conferencing system

Conclusion:

That the Strategic Advisory Reference Group (SARG) notes the update regarding digital connectivity for TSIRC.



Recommended

Megan Barrett


Executive Director Corporate Services



Approved:

James William

Chief Executive Officer

Q220221		Onstage Presentations Pty Ltd				
TSIRC Dicentis		7, Carcoola Road St. Ives 2075				
		Ph (02) 9449 9677				
Wireless Conference Sound System		peter@onstageav.com.au	Control Q to turn into a quote			
Long Mic		ABN 51 002 456 260	Control E to edit it again			
			Updated Jan 2019			
			Control			
QTY	Model No	Item	Notes	Price Each	Pice QTY	
				Pre GST	Pre GST	
1	DCNM-WAP	Wireless Access Point and CPU Combined	Bosch	4,750.00	4,750.00	1
1		Tripod stand	Bosch	175.00	175.00	1
1	DCNM-WDE	Wireless Mic Console - With Screen	Bosch for chairma	1,750.00	1,750.00	1
24	DCNM-WD	Wireless Mic Console	osch	1,350.00	32,400.00	24
25	DCNM-MICL	Long Stem microphone	Bosch	255.00	6,375.00	25
25	DCNM-WLIION	Battery Pack	Bosch	420.00	10,500.00	25
5	DCNM-WCH05	Charger for 5x battery packs	Bosch	1,600.00	8,000.00	5
3	DCNM-WTCD	Carry Cases Wap-10XConsoles, mics +2XChargers	Bosch	2,450.00	7,350.00	3
Install, Commisssion, Handover, Training					-	2
1		Configure and testing Sydney	Onstage	900.00	900.00	1
1		Freight and handling to Cairns	Onstage	500.00	500.00	1
TOTAL PRE GST					72,700.00	
GST					7,270.00	
TOTAL WITH GST					79,970.00	



Morrison's Public Address
Unit 1, 26 ILDA Road
CANNING VALE WA 6155
Phone: 08 9493 1196 | Mob: 0407 4428 22
Email: allan@morrisonsav.com.au

ABN: 58669252240

Quotation

Torres Strait Island Regional Council
Enzo Vecchio-Ruggeri
Level 3,
111 - 115 Grafton Street
Cairns QLD 4870

Date	Quote #
3/03/2022	3531

www.morrisonsav.com.au

Thank you for the opportunity to supply the following quotation. Please do not hesitate to contact me if you require further information or clarification.

Item	Description	Qty	Price	Tax	Total AUD
DCNM-WAP	DICENTIS Central Control Unit & Wireless Access Point. Auto switching 2.4/5GHz operation. Audio In/Out. Web interface. Includes mounting bracket.	1	4,822.00	482.20	5,304.20
MS70	Tripod Speaker Stand. Adjustable from 111cm to 185cm. 5.5kg for DCNM-WAP	1	180.00	18.00	198.00
DCNM-WDE	DICENTIS Wireless Desk Unit with 4.3" Touch Screen and ID reader. Does not include a microphone. Select from the High Directive Microphone, or Short/Long Stem Gooseneck Microphones. Requires Battery Pack (DCNM-WLIION).	1	1,833.00	183.30	2,016.30
DCNM-WD	DICENTIS Wireless Desk Unit. Does not include a microphone. Select from the High Directive Microphone, or Short/Long Stem Gooseneck Microphones. Requires Battery Pack (DCNM-WLIION).	25	1,371.00	3,427.50	37,702.50
DCNM-MICL	BOSCH Dicentis Multimedia Long Stem Microphone	26	257.00	668.20	7,350.20
DCNM-WLIION	BOSCH Dicentis Battery Pack	26	441.00	1,146.60	12,612.60
DCNM-WCH05	BOSCH 5 Battery Charger	5	1,641.00	820.50	9,025.50
DCNM-WTCD	Transport Case for 1 x WAP, 10 Dicentis Discussion devices, 10 microphones (HD, short or long), and 2 chargers. Durable touring quality construction with handles, and wheels. 318x801x529. 11kg.	3	2,767.60	830.28	9,133.08
15%	Subtotal of the above items 15% Discount			-15.00% -1,136.49	83,342.38 -12,501.36
WAD	Delivery Charge	1	100.00	10.00	110.00

With 40 years of experience, Morrisons PA has the expertise and knowledge to ensure the supply of the "right equipment that meets the needs, 1st time, EVERY time."

Subtotal	\$64,500.93
TAX	\$6,450.09
AUD Total	\$70,951.02



Torres Strait Island Regional Council

Supply and Configure Wireless Conference Sound System

Audio Visual Services Proposal

Quotation Reference : P14624QSB-2



Scope of Works

Torres Strait Island Regional Council

PO Box 7336
Cairns QLD 4870

Attn: Enzo Vecchio-Ruggeri

Ci to supply and configure Wireless Conference Sound System only:

- 1x Wireless Access Point and CPU Combined
- 25x Wireless Mic Console c/w Screen
- 25x Licences
- 25x Short Stem Microphones
- 25x Battery Packs
- 5x Charger for 5x Battery Packs
- 3x Carry Cases



Pricing Overview

Supply and Configure Wireless Conference Sound System
Torres Strait Island Regional Council

Quotation Reference: P14624QSB-2

Audio Visual Packages Summary			Sub Total (Ex GST)
Wireless Conference Sound System			\$ 83,220.40
Project Total	Equipment Total (Ex GST)	Services Total (Ex GST)	Grand Total (Ex GST)
	\$ 79,360.40	\$ 3,860.00	\$ 83,220.40



Wireless Conference Sound System

Product Code	Product Description	Quantity	Total
Audio Equipment			
DCNM-LSVT	Bosch Dicontis voting at seat licence key (one needed per user)	25	\$ 4,025.00
DCNM-MICS	Bosch DCN multimedia short stem microphone for DICIENTIS wireless device and DCN multimedia device	25	\$ 5,831.00
DCNM-WAP	Bosch DICIENTIS wireless access point, light grey color	1	\$ 4,219.25
DCNM-WCH05	Bosch Charger for DCNM-WLIION charging up to 5 battery pack	5	\$ 7,179.40
DCNM-WDE	Bosch DICIENTIS Wireless Desk Unit with 4.3" Touch Screen and ID reader. Does not include a microphone. Select from the High Directive Microphone, or Short/Long Stem Gooseneck Microphones. Requires Battery Pack (DCNM-WLIION).	25	\$ 40,097.00
DCNM-WLIION	Bosch Battery pack for DCNM-WD and DCNM-WDW wireless device	25	\$ 10,804.25
DCNM-WTCD	Bosch Transport Carry Case for Wireless System	3	\$ 6,604.50

Logistics

MAT-4	Ci Ci Freight	1	\$ 600.00
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Professional Services

Admin & Insurances	Ci Admin & Insurances	\$ 300.00
Commissioning	Ci Commissioning & Quality Assurance	\$ 2,560.00
Logistics	Ci Logistics, Administration & Insurances	\$ 300.00
Project Management	Ci Project Management	\$ 700.00

Wireless Conference Sound System	Equipment Total (Ex GST)	Services Total (Ex GST)	Sub Total (Ex GST)
	\$ 79,360.40	\$ 3,860.00	\$ 83,220.40



Contract Terms & Conditions

Project: Supply and Configure Wireless Conference Sound System
Client: Torres Strait Island Regional Council

Quotation Reference: P14624QSB-2

Ci Terms and Conditions

*Where the works are subject to a Subcontract engagement via a Head Contractor, the terms and conditions of the subcontract will apply.
In all other instances and unless otherwise stated by the proposal, the following terms and conditions apply.*

1 Services

- 1.1 Corporate Initiatives Australia ABN 80 885 583 439 (Ci) will ensure:
- 1.1.a that the Services are provided with due care and skill, in a timely and professional manner and in accordance with all applicable laws so as to achieve the outcomes and milestones as stated in the proposed Scope of Works;
- 1.1.b that the delivery of the Services shall be coordinated by Ci using appropriately skilled resources;
- 1.1.c that all materials provided are fit for the purpose for which they are supplied; and
- 1.1.d that deliverables comprising or forming part of the Services are so delivered to meet agreed acceptance criteria.
- 1.2 Ci shall comply with all applicable laws and all relevant policies and procedures while on site including policies and procedures regarding occupational health and safety and security.

2 Intellectual Property

- 2.1 Where Ci has developed any capability or Intellectual Property it vests in Ci immediately upon its creation.
- 2.2 Ci recognises that the Customer's Intellectual Property possesses substantial goodwill and economic value and accordingly agrees not to use any Customer Intellectual Property without prior written consent and in the manner directed by the Customer.
- 2.3 Ci warrants that the Services or the use of material provided by Ci will not infringe the Intellectual Property rights or Moral Rights of any person or infringe any other rights or laws.
- 2.4 Ci fully indemnifies and holds harmless its customer, its officers, employees, agents and contractors from and against any liability, loss, damage, costs or expenses (including legal expenses on a solicitor own customer basis) incurred by them in connection with a claim of such infringement by a third party or breach of this clause 2 by Ci ("**Third Party Claim** ").
- 2.5 If a Third Party Claim is made Ci shall, without limiting any of the indemnified parties' other rights or remedies, make such modifications or perform such services as are required to prevent the infringement.

3 Fees, Payment, and Procurement

- 3.1 In consideration of the Services provided by Ci, the Fees payable to Ci are those set out in this quote for the proposed scope of works, unless otherwise agreed.
- 3.2 Ci shall invoice in the amount of each agreed installment of the fee in accordance with the Payment Schedule. Payment terms mandate that all invoiced amounts are to be paid within 7 days of receipt of a valid Tax Invoice. Ci reserves the right to apply simple interest of up to 1% per month on unpaid balances that fail to adhere to the stated payment terms.
The following payment schedule shall apply unless otherwise agreed contractually or in a specific project specified payment schedule included in this Proposal/Scope of Works.
100% deposit of hardware required upfront (upon receipt of official purchase order).
Monthly Progress Payments
- 3.3 Unless otherwise stated, pricing for equipment, materials and services documented in this Proposal is valid for up to 30 days following the date of issue. Corporate Initiatives reserves the right to adjust the pricing for the proposal once the 30-day validity period has expired.
- 3.4 At the conclusion of the Term of the agreement, Ci support services (as well as any equipment licenses or subscription services) will continue and be billed monthly (charged at 1/12th of the final annual fee during + CPI) and will continue until the agreement is terminated in writing with not less than 30 days' notice.
- 3.5 Where the Proposal is for the purchase and ownership of equipment, software, and/or hardware the ownership of all goods and materials does not pass to the purchaser until payment in full has been made to Corporate Initiatives.
- 3.6 If one party ("**the supplying party** ") makes a taxable supply to another party ("**the receiving party** ") and the consideration for that supply does not expressly include GST, the receiving party must also pay an amount ("**GST amount**") equal to the GST payable in respect of that supply.
- 3.7 Subject to first receiving a tax invoice or adjustment note as appropriate, the receiving party must pay the GST amount when it is liable to provide the consideration.
- 3.8 If the GST law changes (including without limitation as a result of a change in the GST rate) any consideration that expressly includes GST must be adjusted to reflect the change in the GST law.
- 3.9 If an adjustment event arises in respect of a taxable supply made by a supplying party, the GST amount payable by the receiving party under clause 3.1 will be recalculated to reflect the adjustment event and a payment will be made by the receiving party to the supplying party, or by the supplying party to the receiving party, as the case requires.
- 3.10 In addition to the meaning given in the GST Act, the term "GST" includes a notional liability for GST.

4 Procurement and Equipment Storage

- 4.1 Unless otherwise stated, procurement of equipment, software, hardware, and services that form this quotation will be the sole responsibility of Corporate Initiatives. The procurement process will be undertaken to ensure the delivery of audio visual services in accordance to the programme of works for the project. For each procurement order, Corporate Initiatives will issue an invoice to the principal, or purchaser.
- 4.2 Corporate Initiatives is solely responsible for the storage environment, safe handling, and security for any procured equipment for this project prior to the equipment arriving at the project site address. The client, or nominated party will be solely responsible for the storage environment and security for any equipment delivered to and stored at the project site address.
- 4.3 The equipment and software that forms the quotation is selected based on the current availability, and anticipated availability of the products at the estimated time of procurement. If any product should become discontinued and unavailable prior to procurement, Ci will advise all pertinent stakeholders and will be either fully responsible, or will assist in the selection of a product of equal functionality from the same or different manufacturer. In this instance, Ci will advise on the extent of the functional and financial impact upon the project.

5 Obligations

- 5.1 Ci hereby represents, warrants and undertakes that:
- 5.1.a it has full corporate power and authority to enter into, perform and observe its obligations under the proposed scope of works and its obligations are valid, binding and enforceable.
- 5.1.b it shall provide the Services on such dates and times as directed and it is acknowledged by Ci that time shall be of the essence in the delivery of such Services;
- 5.1.c it is a Company specialising in the provision of the Services and it has all the necessary experience, capability and personnel to deliver the Services to the highest industry standards;
- 5.1.d in providing the Services under the proposed scope of works, Ci shall ensure that its personnel:
- 5.1.d.I comply at all times with all rules, regulations and policies relating to health and safety, security and risk management at the relevant work site;
- 5.1.d.II will at all times maintain high standards of behaviour and shall not consume any alcohol or illegal substances (or be under the influence of the same) whilst rendering the Services;
- 5.1.e has all necessary power, capacity, authority and consents to enter into and fully perform its obligations under the agreed scope of works, and will maintain the same throughout the duration of delivery;
- 5.1.f shall not without the specific prior written approval of the customer engage in any promotional activity in such a manner that the public may perceive Ci to be a commercial partner of the customer;
- 5.1.g shall be responsible for obtaining any and all licenses, consents, approvals and permissions required for the purposes of providing the Services and shall be solely responsible for the costs of obtaining same unless otherwise specified; and
- 5.1.h shall promptly observe and comply with all reasonable instructions, directions or regulations issued by or on behalf of the customer in relation to the Services; and
- 5.2 The customer represents, warrants and undertakes that:
- 5.2.a it has all necessary power, capacity, authority and consents to enter into and fully perform its obligations under an agreement with Ci, and will maintain the same throughout the duration of works;
- 5.2.b it has not entered into, and will not enter into, any agreement with any third party inconsistent with the terms of the proposed scope of works; and
- 5.2.c shall use its best endeavours to assist Ci where reasonably requested in obtaining the co-operation of contractors and site managers in respect of the requirements for timely delivery of the Services;

6 Force Majeure

- 6.1 Neither party shall be deemed to be in breach or otherwise liable to the other as a result of any delay or failure in the performance of its obligations under the agreed scope of works if and to the extent that such delay or failure is caused by an Event of Force Majeure and the time for performance of the relevant obligation(s) shall be extended accordingly.
- 6.2 A party whose performance of its obligations under the proposed scope of works is delayed or prevented by an Event of Force Majeure:
- 6.2.a shall immediately notify the other party of the nature, extent, effect and likely duration of the circumstances constituting the Event of Force Majeure;
- 6.2.b shall use all reasonable endeavours to minimise the effect of the Event of Force Majeure on the performance of its obligations under the proposed scope of works; and
- 6.2.c shall immediately after the Event of Force Majeure has ended notify the other party and resume full performance of its obligations under the proposed scope of works.

7 Liability

- 7.1 Under no circumstances shall either party be liable for any actual or alleged indirect loss or consequential loss howsoever arising suffered by the other, including loss of profits, anticipated profits, savings, business or opportunity or loss of publicity or opportunity to enhance reputation or any other sort of economic loss.
- 7.2 The customer shall have no responsibility for any loss of or damage to the personal property and effects brought onto site by Ci, its officers, employees, agents and/or representatives.
- 7.3 Ci shall be responsible for all its personnel engaged in the provision of the Services. Such personnel shall remain employed or engaged by Ci and Ci will be fully responsible for paying all salaries, wages, commissions, bonuses, taxes, pensions, sick pay, worker compensation or all other amounts or benefits payable directly or indirectly in respect of their employment or engagement as required by legislation.
- 7.4 Ci shall maintain at its own expense comprehensive public and product liability insurance to protect Ci and the customer against any and all claims, actions, losses and damages arising out of the provision of the Services in accordance with clause 11.
- 7.5 Unless otherwise stated in regards to maintenance and guarantee of workmanship, Corporate Initiatives warrants all parts and labour involved in an installation for 90days. This is considered a 3-month defects liability period. Corporate Initiatives will also make every effort to facilitate any manufacturer-warranted equipment servicing required throughout the life of the said defects liability period.



8 Announcements & Confidentiality

- 8.1 No announcement shall be made by Ci in relation to this proposed scope of work without the prior written consent of the customer and neither party shall without the prior written consent of the other (save as required by law) disclose to any third party any information concerning the terms or subject matter hereof, save as strictly necessary for the performance of its obligations hereunder.
- 8.2 Ci acknowledges that the Confidential Information it may receive is valuable to the customer and undertakes to keep the Confidential Information secret, and to use or reproduce the Confidential Information solely for the purpose of performing its obligations under the proposed scope of works.
- 8.3 Ci may disclose Confidential Information on a need to know basis to:
- 8.3.a its legal advisers in order to advise it in relation to its rights under a formal Agreement; and
- 8.3.b to the extent required by law or by a lawful requirement of any government or governmental body, authority or agency or in connection with legal proceedings, subject to Ci giving the customer sufficient notice of any proposed disclosure to enable the customer to seek a protective order or other remedy to prevent the disclosure.
- 8.4 Ci may disclose Confidential Information to its employees and/or sub-contractors solely for the purpose of performing its obligations under the proposed scope of works. Ci shall make its employees and/or subcontractors aware of the need to keep the Confidential Information confidential and not to disclose it to any third party. Ci remains responsible for any disclosure made by its employee or subcontractor.

9 Variation

- 9.1 The terms of the proposed scope of works may not be varied otherwise than in writing signed by the customer and Ci.
- 9.2 Changes to the Services impacting the work effort outlined in the quote must be mutually agreed between the customer and Ci with any necessary cost adjustments reflected in the quote.
- 9.3 Restocking fees, or non-returnable equipment terms may apply in the instance where the functionality, or technical requirements are changed through formal variation requests (from the builder, consultant, or client to Corporate Initiatives) and equipment resultantly no longer required for the project is already procured by Corporate Initiatives. Corporate Initiatives will advise on the financial impact of removing equipment from the project and will incorporate this into a variation quotation.

10 Assignment

- 10.1 Ci may not assign its rights and obligations under the proposed scope of works to any other party, without the written consent of the customer.

11 Insurance

- 11.1 Ci has and will maintain valid and enforceable for the duration of the proposed scope of works the following insurance policies ("Policies"):
- 11.1.a unless otherwise stated Professional Indemnity Insurance for no less than AUD \$10,000,000 in annual aggregate; and
- 11.1.b unless otherwise stated Public Liability Insurance for no less than AUD \$20,000,000 per accident or incident claim.
- 11.2 If requested by the customer, Ci must provide certificates of currency from Ci's insurers certifying that Ci has the insurance required under clause 10.1 within 7 days of the request.

12 No Partnership

- 12.1 Nothing in the proposed scope of works shall be deemed to constitute a partnership or joint venture between the parties nor constitute either party as the agent of the other for any purpose. The parties shall perform their respective obligations as independent contractors to each other and nothing in these terms & conditions shall constitute any relationship of employer or employee, principal and agent, or partnership between them.

13 General

- 13.1 The proposed scope of works and the transactions contemplated by them are governed by the law in force in Victoria and each party unconditionally and irrevocably submits to the non-exclusive jurisdiction of the courts of Victoria and court of appeal for determining any dispute arising or in relation to any transactions contemplated.
- 13.2 A provision of, or a right created may not be:
- 13.2.a waived except in writing signed by the party granting the waiver; or
- 13.2.b varied except in writing signed by the parties.
- 13.3 The customer and Ci shall ensure that they do not perform any act or omission which would constitute the giving or receipt of a bribe or would otherwise breach any anti-corruption law.
- 13.4 No failure or delay by either party in exercising any right or remedy provided by law under or pursuant to the proposed scope of works shall impair such right or remedy or operate or be construed as a waiver or variation of it or preclude its exercise at any subsequent time and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy.

14 Definitions

The following words have these meanings in this Agreement unless the contrary intention appears:

Agreement means this agreement including the recitals and the Schedules hereto;

Confidential Information means all information relating to Ci the Client and its representatives which is or has been:

- (a) disclosed to Ci under or in connection with this Agreement; or
- (b) learnt or acquired by Ci in the performance of this Agreement:
- other than any such information which
- i. was in the public domain at the time of its provision by the Client;
- ii. became part of the public domain after its provision by the Client, otherwise than through a disclosure in breach of confidence; or
- iii. is or came lawfully into the possession of Ci from a source other than the Client and otherwise than as a result of a disclosure in breach of an obligation of confidence.

Client means the party, entity or person named at the start of this agreement.

Event of Force Majeure means any matters beyond the reasonable control of the party claiming the force majeure, including acts of God;

Fee has the meaning given to it in clause 3.

GST means the tax imposed by the GST Act.

Intellectual Property means copyright; all present and future rights conferred under statute, common law or equity or any corresponding law in relation to inventions (including patents), registered and unregistered trademarks, registered and unregistered designs, circuit layouts, business and domain names and Confidential Information; and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields, whether or not registerable, registered or patentable.

Moral Rights means the right of attribution of authorship, the right not to have authorship falsely attributed and the right of integrity of authorship as defined in the Copyright Act 1968 (Cth).

Services means those services described in Clause 1 and outlined in this proposal and any additional Scope of Works.

Tax Invoice has the same meaning as in the GST Act.

Warranty means the term referred to any attached Service Agreement.

Scope Of Works refers to the attached Scope Of Works document where the work to be performed or the services provided are described.

In these terms & conditions unless the contrary intention appears, a reference to:

- (a) Ci includes a reference to Ci's employees, representatives and/or sub-contractors as the case requires;
- (b) a "person" includes a firm, a body corporate, an unincorporated association or an authority;
- (c) the singular includes the plural and vice versa; and
- (d) words such as "**including**" and "**for example**" does not, and is not intended to, result in those words being taken to be words of limitation.

Nothing in these terms & conditions is to be interpreted against a party solely on the basis that a party has put forward or proposed the particular clause or provision of these terms & conditions that is being interpreted.

Headings are inserted for convenience and do not affect the interpretation of these terms & conditions.



End of Document