



## APPLICATION & CONDITIONS FOR SALE OF ROCK - PORTION 44A STOCKPILE

**About this form:** You must use this form to apply to the Norfolk Island Regional Council to take rock materials from Portion 44a stockpile

### How to complete this form

1. Ensure that all fields have been filled out correctly in BLOCK LETTERS.
2. Please note that fields on this form marked with an \* are mandatory and must be completed before submitting this form
3. Once completed you can submit this in person with a copy of the receipt of payment
4. All rock materials taken from Portion 44a stockpile are to be prepaid at Customer Service, 9 New Cascade Road, Norfolk Island

### Privacy

Your personal information will be collected, stored, used and treated in compliance with the *Privacy Act 1988 (Cth)* and the Australian Privacy Principles (APP) in force from time to time. Where they are not inconsistent with the above Commonwealth laws, Section 739 of the *Local Government Act 1993 (NSW)(NI)* (protection of privacy) as well as the NSW Model Privacy Management Plan for Local Government and the Privacy Code of Practice for Local Government (NSW) may also be or become applicable to our management and use of your personal information.

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### NOTE:

- a. The Norfolk Island Regional Council (the Council) is the lessee of land known as Norfolk Island portion 44a stockpile site.
- b. The Council owns all rock and all other than rock material (OTR) at the portion 44a stockpile.
- c. The Council proposes to release rock for sale.
- d. You, the Purchaser, wish to purchase rock from the Norfolk Island Regional Council.
- e. The Council will agree to sell you rock on the conditions of sale hereunder.
- f. You agree to purchase rock on these conditions of sale.

### CONDITIONS OF SALE

1. NOTICE:
  - 1.1 You must give at least 24 hours' notice the Customer Care Team or nominee, of:
    - the quantity of rock you wish to purchase.
2. IDENTITY OF ROCK:
  - 2.1 You will be advised by the Customer Care Team, or nominee, of:
    - the type of rock for sale; and
    - the exact location within the portion 44a stockpile site from which you may remove that rock (the Designated Area).

**3. PURCHASE PRICE:**

- 3.1 You will be advised of the agreed purchase price of the rock.
- 3.2 You must pay the purchase price in full by cash, bank cheque or bank guarantee before removing any rock from the portion 44a stockpile site. Payment may be made at Customer Care, 9 New Cascade Rd, 9am to 4pm Monday to Friday.

**4. ACCESS TO PORTION 44A STOCKPILE:**

- 4.1 You are granted access to the portion 44a stockpile site as follows:
  - Monday to Friday 8:00am to 5:00 pm;
  - Upon production to the on-site Council representative of proof of purchase of the rock.
  - Under the supervision and direction of the on-site Council Representative.
- 4.2 You are required to observe any directions made by the on-site Council representative, or nominee, including a direction for truck/traffic routes and the placement of screened rock and tailings.
- 4.3 You acknowledge that access to the portion 44a stockpile site may be restricted if necessary, (for example, during times of lighterage operations at the Cascade Jetty).

**5. BREAKING OVERSIZED ROCK:**

- 5.1 No breaking of rock will be allowed on site. Failure to comply with this will result in you being denied access to site.
- 5.2 Rock of the size 400mm x 400mm or larger are NOT to be removed from portion 44a stockpile.

**6. WEIGHING OF ROCK:**

- 6.1 When removing any rock or other material from the portion 44a stockpile site it must be weighed at the Council's weighbridge at Cascade and a delivery docket issued by the Council's representative.
- 6.2 A record of all rock and other material removed by you will be kept at the weighbridge. Once the tonnage removed equals the quantity purchased, you will not be permitted to remove from the portion 44a stockpile site any more rock until further purchase arrangements are made.

**7 INDEMNITY:**

- 7.1 You agree to indemnify and keep indemnified the Council and its officers, servants, employees, agents or representatives against any claim, action, damage, loss, liability, cost, charge, expense, outgoing or payment which the Council suffers, incurs or is likely to incur for any act or omission by you (including by your officers, servants, agents, contractors) arising out of or in connection with your permission to access the portion 44a stockpile site and/or purchase the rock.

**8 INSURANCE:**

- 8.1 You are obliged to have in place a public risk policy of insurance of not less than \$20,000,000 against any liability for, or claims by third parties in respect of loss or damage to property or injury or death.

**9 WORKPLACE SAFETY:**

- 9.1 Without limiting clause 11, you warrant that:
  - your equipment, machinery and plant meets the manufacturers' standards and is in

- good working order and repair;
- your employees, contractors and personnel are adequately trained;
- you have in place appropriate risk and safety management policies and procedures.

**10 STATUTORY COMPLIANCE:**

10.1 You agree to observe and comply with all applicable laws, including Rules, Regulations, Planning Schemes, Planning Approvals and all applicable codes and standards (including safe working practices) in force in Norfolk Island, from time to time.

**11 CLEAN SITE:**

11.1 You agree to remove from the portion 44a stockpile site:

- All rubbish which you generate or produce.
- All materials, machinery or installations which you bring onto the portion 44a stockpile site.
- Machinery used to load truck shall be parked in your designated parking area away from stockpiles and not block access to stockpiles
- All unessential / non-operational machinery must be removed from portion 44a stockpile

11.2 You shall not discard at the portion 44 stockpile site any oil or grease or other waste products.

**12 NO RELIANCE:**

12.1 You acknowledge that:

- you have not relied on any information, representation or warranty given or made by or on behalf of the Council and that the Council makes no warranty as to the suitability of the rock or the financial return or income to be derived from the rock;
- you will not be entitled to any claim for compensation, ex gratia payment or other relief in connection with your purchase of rock.

**13 SPECIAL CONDITIONS:**

13.1 All trucks used by the grantee must:

- **NOT** exceed 30 tonnes gross weight
- Display a current registration sticker

13.2 Rock will **NOT** be released from portion 44a stockpile site Monday to Friday between the following times, 8.00 am to 9.00 am and 2.30 pm to 3.30 pm, when the Norfolk Island Central School is operating, unless there are Stop/Go (Lollipop) persons in place to operate the two (2) pedestrian crossings located on Collins Head Road and Cascade Road.

**I understand that any failure with the conditions of this agreement can render the agreement null and void.**

NAME OF APPLICANT *

Position *

Business/Company Name (if applicable)

ABN/ACN number

Signature of Applicant *

Date

**LODGEMENT DETAILS**

You can lodge the completed Application by:

**Mail:** Norfolk Island Regional Council  
PO Box 95  
NORFOLK ISLAND 2899

**Email:** [customercare@nirc.gov.nf](mailto:customercare@nirc.gov.nf)

**In Person:** Customer Care Team  
9 New Cascade Road  
NORFOLK ISLAND

<b>What now:</b>	Once your application is received an Officer will respond within 10 working days.
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OFFICIAL USE ONLY	
Receiving Officer - Name:	Date:
Receiving Officer - Signature:	

Type of rock material

Tonnes required

Tonnes taken from Portion 44a

Amount paid

Receipt number