

# DISCRETIONARY APPLICATION For Public Display

Applicant: Central Highlands Council

Location: 19 Alexander Street, Bothwell

**Proposal:** Outbuilding

**DA Number:** DA 2023 / 00041

Date Advertised: 29 August 2023

Date Representation Period Closes:

12 September 2023

Responsible Officer:

Louisa Brown (Planning Officer)

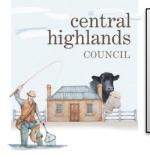
# **Viewing Documents:**

The relevant documents may be viewed at Council's website <u>www.centralhighlands.tas.gov.au</u> or at Council's Office 19 Alexander Street, Bothwell during normal office hours.

Representations to:

General Manager 19 Alexander Street BOTHWELL TAS 7030

Email: development@centralhighlands.tas.gov.au



Development & Environmental Services 19 Alexander Street BOTHWELL TAS 7030

Phone: (03) 6259 5503 Fax: (03) 6259 5722

www.centralhighlands.tas.gov.au

OFFICE	USE	ONLY

Application No.:

Property ID No.: Date Received:

# Application for Planning Approval Use and Development

Use this form to apply for planning approval in accordance with section 57 and 58 of the Land Use Planning and Approvals Act 1993

Applicant / Ov	vner Details:							
Applicant Name	Central Highlands	s Council (Gra	ham Roge	ers)				
Postal Address	19 Alexander Stree	t		Phone No:	6259 550	3		
	BOTHWELL		7030	Fax No:	6259 572	2		
Email address	development@centralhighlands.tas.gov.au							
Owner/s Name (if not Applicant)								
Postal Address				Phone No:				
				Fax No:				
Email address:								
Description of	proposed use and/	or developmen	it:					
Address of new use and development:	19 Alexander Stre	eet, Bothwell						
Certificate of Title No:	Volume No 211738		Lot No:	1				
Description of proposed use or development:	Replacement of	f Shed at Rear	of Prope	rty	/ /Shed / F	velling /Additions/ Demolition arm Building / Carport / Pool or detail other etc.		
Current use of land								
and buildings:					used as?	,		
Proposed Material	What are the proposed external wall colours	Surf Mist Colour	bond V	What is the propose	d roof colour	Galvanised		
	What is the proposed new floor area m <sup>2</sup> .	202.5 m2		What is the estimate all the new work pro		\$ 70,000		

Is proposed development to be staged:	Yes		No	$\checkmark$	Tick 🖌
Is the proposed development located on land previously used as a tip site?	Yes		No	$\checkmark$	
Is the place on the Tasmanian Heritage Register?	Yes	$\checkmark$	No		
Have you sought advice from Heritage Tasmania?	Yes	$\checkmark$	No		
Has a Certificate of Exemption been sought for these works?	Yes		No		

## Signed Declaration

I/we hereby apply for a planning approval to carry out the use or development described in this application and in the accompanying plans and documents, accordingly I declare that:

- 1. The information given is a true and accurate representation of the proposed development. I understand that the information and materials provided with this development application may be made available to the public. I understand that the Council may make such copies of the information and materials as, in its opinion, are necessary to facilitate a thorough consideration of the Development Application. I have obtained the relevant permission of the copyright owner for the communication and reproduction of the plans accompanying the development application, for the purposes of assessment of that application. I indemnify the Central Highlands Council for any claim or action taken against it in respect of breach of copyright in respect of any of the information or material provided.
- 2. In relation to this application, I/we agree to allow Council employees or consultants to enter the site in order to assess the application.
- 3. I am the applicant for the planning permit and <u>I have notified the owner/s of the land in writing</u> of the intention to make this application in accordance with Section 52(1) of the *Land Use Planning Approvals Act 1993* (or the land owner has signed this form in the box below in "Land Owner(s) signature); *Applies where the applicant is not the Owner and the land is not Crown land or owned by a council, and is not land administered by the Crown or a council.*

Applicant Şignature	Applicant Name (Please print)	Date
(if not the Owner)	Graham Rogers (Manager DES)	26 July 2023
		Dete
Land Owner(s) Signature	Land Owners Name (please print) KIM Hossaek (General Manager)	Date 1/8/23.
Land Owner(s) Signature	Land Owners Name (please print)	Date

# Information & Checklist sheet

		$\checkmark$
1.	A completed Application for Planning Approval – Use and Development form. Please ensure that the information provides an accurate description of the proposal, has the con- address and contact details and is signed and dated by the applicant.	rect 🗖
2.	A current copy of the Certificate of Title for all lots involved in the proposal. The title details must include, where available, a copy of the search page, title plan, sealed plan or diagonal and any schedule of easements (if any), or other restrictions, including covenants, Council notification conditions of transfer.	
3.	<ul> <li>Two (2) copies of the following information - <ul> <li>a) An analysis of the site and surrounding area setting out accurate descriptions of the following - <ul> <li>(i) topography and major site features including an indication of the type and extent of na vegetation present, natural drainage lines, water courses and wetlands, trees greater tha metres in height in areas of skyline or landscape importance and identification of any nat hazards including flood prone areas, high fire risk areas and land subject to instability;</li> <li>(ii) soil conditions (depth, description of type, land capability etc);</li> <li>(iii) the location and capacity of any existing services or easements on the site or connected to site;</li> <li>(v) any existing buildings on the site;</li> <li>(vi) adjoining properties and their uses; and</li> <li>(vii) soil and water management plans.</li> </ul> </li> <li>b) A site plan for the proposed use or development drawn, unless otherwise approved, at a scale of less than 1:200 or 1:1000 for sites in excess of 1 hectare, showing - <ul> <li>(i) a north point;</li> <li>(ii) Australian Height Datum (AHD) levels;</li> <li>(iv) natural drainage lines, watercourses and wetlands;</li> <li>(v) soil depth and type;</li> <li>(vi) the location of any existing buildings on the site, indicating those to be retained demolished, and their relationship to buildings on adjacent sites, streets and access ways;</li> <li>(vii) the location of any existing buildings on the site, indicating those to be retained demolished, and their relationship to buildings on adjacent sites, streets and access ways;</li> <li>(vii) the use of adjoining properties;</li> <li>(ix) shadow diagrams of the proposed buildings where development has the potential to ca overshadowing;</li> <li>(x) the dimensions, layout and surfacing materials of all access roads, turning areas, parking ar and footpaths within and at the site entrance;</li> <li>(xii) any proposed private or public open space or communal space or facilities;</li> <!--</td--><td>in 5 ural the not the or use reas</td></ul></li></ul></li></ul>	in 5 ural the not the or use reas
	<ul> <li>mature heights of plantings; and</li> <li>(xiii) methods of minimizing erosion and run-off during and after construction and prevent contamination of storm water discharged from the site.</li> <li>c) Plans and elevations of proposed and existing buildings, drawn at a scale of not less than 1:1 showing internal layout and materials to be used on external walls and roofs and the relationship the elevations to natural ground level, including any proposed cut or fill.</li> </ul>	ting 1.00,
4.	A written submission supporting the application that demonstrates compliance with the relevant part the Act, State Polices and the Central Highlands Interim Planning Scheme 2015, including for industrial commercial uses, the hours of operation, number of employees, details of any point source discharge emissions, traffic volumes generated by the use and a Traffic Impact Statement where the developmen likely to create more than 100 vehicle movements per day.	and s or
5.	Prescribed fees payable to Council. An invoice for the fees payable will be issued once application been received.	has

# Information

If you provide an email address in this form then the Central Highlands Council ("the Council") will treat the provision of the email address as consent to the Council, pursuant to Section 6 of the Electronic Transactions Act 2000, to using that email address for the purposes of assessing the Application under the Land Use Planning and Approvals Act 1993 ("the Act").

If you provide an email address, the Council will not provide hard copy documentation unless specifically requested.

It is your responsibility to provide the Council with the correct email address and to check your email for communications from the Council.

If you do not wish for the Council to use your email address as the method of contact and for the giving of information, **please tick**  $\checkmark$  the box

## Heritage Tasmania

If the Property is listed on the Tasmanian Heritage Register then the Application will be referred to Heritage Tasmania unless an Exemption Certificate has been provided with this Application. (Phone 1300 850 332 or email enquires@heritage.tas.gov.au)

# TasWater

Depending on the works proposed Council may be required to refer the Application to TasWater for assessment (Phone 136992)

# Submission of Application

Applications can be submitted in a number of ways as follows:

- Electronically: Email to <u>development@centralhighlands.tas.gov.au</u>
- Post: 19 Alexander Street, BOTHWELL 7030
- In Person: Development & Environmental Services Office, 19 Alexander Street, Bothwell 7030





SEARCH OF TORRENS TITLE

VOLUME	FOLIO
211738	1
EDITION	DATE OF ISSUE
1	15-Dec-1994

SEARCH DATE : 18-May-2023 SEARCH TIME : 02.32 PM

# DESCRIPTION OF LAND

Town of BOTHWELL Lot 1 on Plan 211738 Derivation : The whole of Lot 31501 Gtd to The Warden Councillors and Electors of the Municipality of Bothwell Prior CT 2489/37

# SCHEDULE 1

CENTRAL HIGHLANDS COUNCIL

# SCHEDULE 2

Reservations and conditions in the Crown Grant if any

## UNREGISTERED DEALINGS AND NOTATIONS

No unregistered dealings or other notations



01 August 2023

Written consent is hereby given pursuant to Section 52(1B) of the *Land Use Planning and Approvals Act 1993* for the proposal outlined in DA 2023/41 for the following proposal at 19 Alexander Street, Bothwell:

"Shed Replacement"

Jun Hospel

Kim Hossack General Manager

Administration & Works & ServicesTarleton StreetTel: (03) 6286 3202Hamilton, Tasmania 7140Fax: (03) 6286 3334

Development & Environmental ServicesAlexander StreetTel: (03) 6259 5503Bothwell, Tasmania 7030Fax: (03) 6259 5722

website www.centralhighlands.tas.gov.au

the ic		
<b>UD</b>	RECORDER OF TITLES  Issued Pursuant to the Land Titles Act 1980	Tasmanian Government
, SUBSISTING	ORIGINAL – NOT TO BE REMOVED FROM TITLES OFFICE R.P. 1469 TASMANIA REAL PROPERTY ACT, 1862, as amended NOTE—REGISTERED FOR OFFICE CONVENIENCE TO REPLACE Durchase Grant Vol.221 Fol.75. Certify that the person described in the First Schedule is the registered proprietor of an estate in fee simple in the land within described together with such interests and subject to such encum- brances and interests as are shown in the Second Schedule. In witness whereof I have hereunto signed my name and affixed my seal.	Government
TITLES ARE NO LONGER SU	TWO ROODS TWENTY ONE PERCHES AND ONE QUARTER OF A PERCH on the Plan hereon FIRST SCHEDULE (continued overleaf) THE WARDEN COUNCILLORS AND ELECTORS OF THE MUNICIPALITY OF	
THE RECORDER OF T		
NOTE ENTRIES CANCELLED JINDEE SIGNATURE, OF		<b>\$</b>
	ALEXANDER 57. The whole of Lot 31501 - Gtd. to The Warden Councillors and Electors of the Municipality of Bothwell - Meas. in Feet & Inches. FIRSTEdition. Registered 30 JUN 1969 Derived from P.G.Vol.221 Fol.75.	



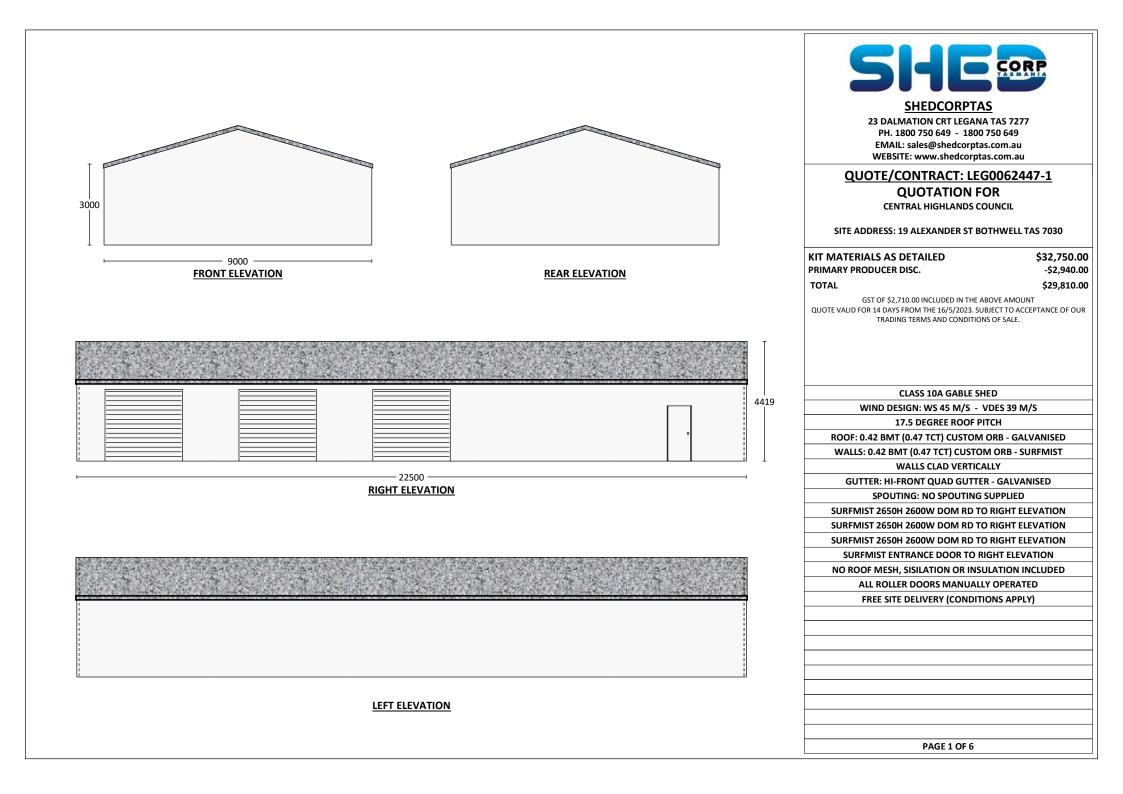






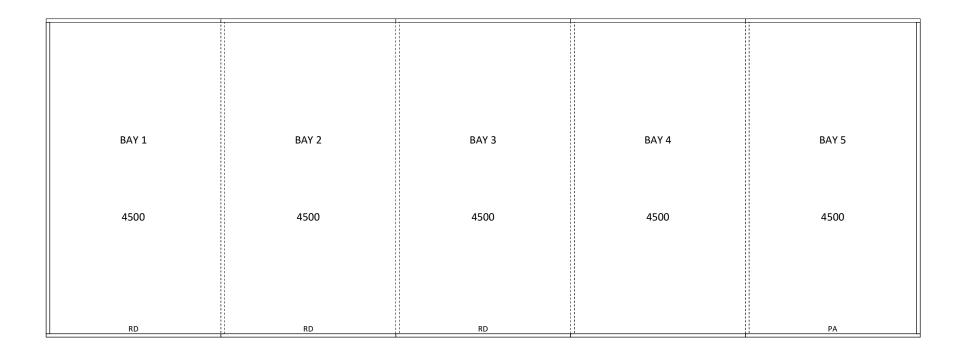
Central Highlands Council Office 19 Alexander Street, Bothwell Shed Replacement





# QUOTE/CONTRACT: LEG0062447-1 CENTRAL HIGHLANDS COUNCIL

SITE ADDRESS: 19 ALEXANDER ST BOTHWELL TAS 7030



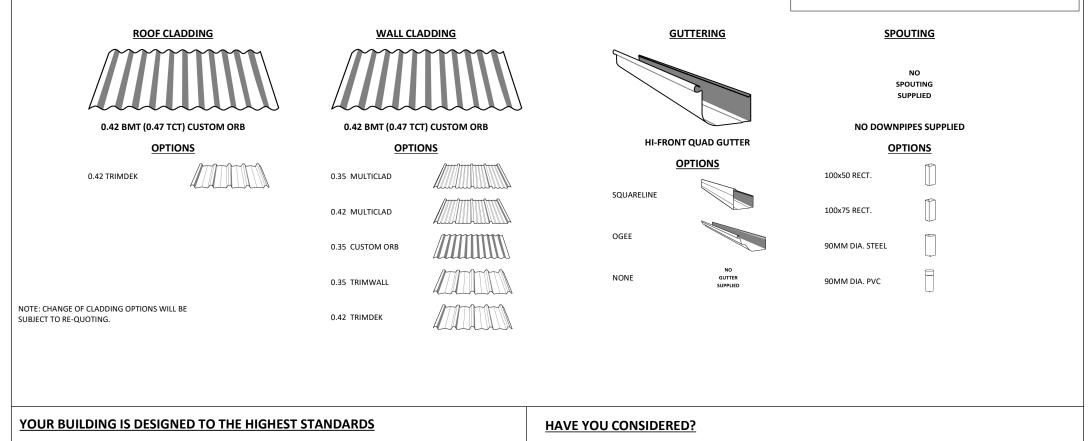


#### YOUR BUILDING CONTAINS THE FOLLOWING CLADDING OPTIONS

### QUOTE/CONTRACT: LEG0062447-1

CENTRAL HIGHLANDS COUNCIL

#### SITE ADDRESS: 19 ALEXANDER ST BOTHWELL TAS 7030



THE NATIONAL CONSTRUCTION CODE OF AUSTRALIA - NCC2019

AUSTRALIAN STANDARD 1170.0:2011 - STRUCTURAL DESIGN ACTIONS - GENERAL PRINCIPALS

AUSTRALIAN STANDARD 1170.1:2011 - STRUCTURAL DESIGN ACTIONS - PERMANENT, ACTIONS

AUSTRALIAN STANDARD 1170.2:2011 - STRUCTURAL DESIGN ACTIONS - WIND ACTIONS

AUSTRALIAN STANDARD 1170.4:2011 - STRUCTURAL DESIGN ACTIONS - EARTHQUAKE LOADS

AUSTRALIAN STANDARD 3600:2018 - CONCRETE STRUCTURES

AUSTRALIAN STANDARD 4055:2002- WIND LOADS

AUSTRALIAN STANDARD 4600:2018 - STEEL STRUCTURES

AUSTRALIAN STANDARD 3566.2:2002- SELF DRILLING FASTENERS

AUSTRALIAN STANDARD 1252:1983- STRUCTURAL ASSEMBLIES

ADDING WIRE AND SISILATION TO YOUR ROOF ? ADDING WIRE AND FOIL INSULATION TO YOUR ROOF ? ADDING SISILATION TO THE WALLS ? REPLACING A ROOF SHEET WITH A SKYLIGHT SHEET ? ADDING A WINDOW TO YOUR BUILDING ? ADDING A GLASS DOOR TO YOUR BUILDING ? ADDING REMOTE ELECTRIC OPERATORS TO THE ROLLER DOORS ? ADDING A ROTARY VENT TO THE ROOF ? CONTACT OUR OFFICE FOR PRICING FOR THESE OPTIONS

PAGE 3 OF 6

#### READY TO ORDER? COMPLETE THE NEXT THREE PAGES AND RETURN TO PROCEED.

#### CONTRACT: LEG0062447-1

THIS SECTION ENTERS THE PERSON INTO A KIT BUILDING CONTRACT FOR THE BUILDING DETAILED IN SHEDCORPTAS' QUOTE NO.LEG0062447-1. THE CONTRACT WILL BE KNOWN AS LEG0062447-1.

CONTRACT IS BETWEEN THE CLIENT BELOW AND SHEDCORPTAS (THE SUPPLIER). THE CONTRACT IS SUBJECT TO ACCEPTANCE OF SHEDCORPTAS'S TERMS AND CONDITIONS OF SALE ON PAGE SIX OF THIS DOCUMENT.

ALL PRODUCT BUILDING DIMENSIONS, PRODUCT DESCRIPTIONS, CLADDING PROFILES AND INCLUSIONS ARE AS PER QUOTATION LEG0062447-1 PAGES 1-3. THE CLIENT IS TO CONFIRM COLOUR SELECTION ON PAGE SIX OF THIS DOCUMENT AS PER THE CONDITIONS CONTAINED ON PAGE SIX. COLOUR RANGE TO BE AS PER SHEDCORPTAS'S PRODUCT COLOUR RANGE.

CONTRACT VALUE: **\$29,810.00** 

THIS WILL BECOME AN AGREED CONTRACT SUBJECT TO THE TERMS AND CONDITIONS OF SALE LISTED ON PAGE SIX UPON COMPLETION BY BOTH PARTIES AND RECIEPT OF PAYMENT AMOUNT LISTED ABOVE TO SHEDCORPTAS. THIS CONTRACT IS INVALID IF NOT COMPLETED BY THE 30/5/2023.

#### NOTE:

ANY OUTSTANDING PROGRESS OR BALANCE PAYMENTS IS SUBJECT TO THE CURRENT PRICE STRUCTURE FROM THE RELEVANT THIRD PARTY MATERIAL SUPPLIERS. WHERE ANY NOTIFICATION IS RECIEVED FROM MATERIAL SUPPLIERS OF ANY UPCOMING PRICE INCREASES THE CLIENT WILL BE GIVEN A MINIMUM OF 21 DAYS NOTICE OF THE UPCOMING PRICE INCREASE AND THE INCRIMENTAL CHANGE TO THE CONTRACT PRICE.

THE CLIENT THEN CAN CHOOSE TO:	1. PAY THE BALANCE AMOUNT TO ORDER AND TAKE DELIVERY AT THE CURRENT PRICE
	OR
	2. ACCEPT THE NEW PRICE WITH THE NEW PRICING STRUCTURE APPLIED

CONTRACT NO. LEG0062447-1				
CLIENTS NAME*:				
POSTAL ADDRESS*:				
EMAIL ADDRESS*:	PHONE/MOB*:			COMPLETE
SITE DETAILS FOR ENGINEERING CERTIFCATION:				
SITE ADDRESS*:				
MUNICIPAL DISTRICT (LOCAL COUNCIL):		LOT NO.:	PLAN NO.:	
CLIENTS SIGNTURE*:	DATE*:		DATE	
* DENOTES MANDATORY FIELDS WHICH MUST BE COMPLETED				PAGE 4 OF 6

COLOUR CONFIRMATIO	N		SITE ACCESSABILITY		CONTRACT: LEG0062447-1	
			*** IMPORTANT NOTE. ANY DELIVERY CHARGE	S QUOTED IS SUBJECT TO APPROVAL OF THE INF	ORMATION SUPPLIED ON THIS PAGE. ***	
ROOF COLOUR	GALVANISED		PLEASE PROVIDE AS MUCH DETAIL REGARDING THE SITE ACC			
WALL COLOUR	SURFMIST		TO LACK OF CORRECT INFORMATION, ANY ADDITIONAL CHA	RGES SHALL BE AT THE EXPENSE OF THE CLIENT	AND PAID BEFORE RE-DELIVERY OF MATERIALS.	
GUTTER COLOUR	GALVANISED		SITE DETAILS (THESE DETAILS WILL BE GIVEN TO T	HIRD PARTY SUPPLIERS & DELIVERY DRIVERS)		
BARGE COLOUR	GALVANISED				OMPLEE	
ROLLER DOOR COLOUR	SURFMIST		CONTACT NAME*:			
ACCESS DOOR COLOUR	SURFMIST		CONTACT NUMBER*:			
TO CHAN	IGE QUOTED COLOURS CROSS OUT AND WRITE NEW COLOURS HERE.					
			SITE TYPE*         a. RESIDENTIAL PROPERTY	b. CONSTRUCTION SITE	c. RURAL PROPERTY	
			SITE ACCESS RESTRICTIONS* (NOMINATE ANY	OF THE FOLLOWING THAT APPLY TO THE DELIVE	RY ROAD OR SITE)	
			a. CLEARWAYS	e. LOAD WEIGHT LIMIT ON ROAD	i. NO THROUGH ROAD	
			b. PEAK HOUR TRAFFIC	f. RESTRICTED TURNING CIRCLE	j. ONE WAY STREET	
CONCRETE FOUNDATIO	N DESIGN		c. LOCKED GATE/ACCESS	g. STEEP/TIGHT DRIVEWAY	k. NARROW DRIVEWAY <4M	
PLEASE NOMINA	TE IF YOU NEED A CONCRETE FLOOR OR JUST CON	CRETE PIERS	d. WET WEATHER ACCESS RESTRICTIONS	h. HIEGHT RESTRICTIONS <4M	I. OVERHEAD POWERLINES	
	TO ANCHOR YOUR BUILDING.		SITE MAP (DRAW A "MUD MAP" FOR SITE DIRECTIONS OR ATTACH A LARGER DRAWING TO THIS DOCUMENT)			
	RD SLAB AND/OR PIER DESIGN CAN BE PROVIDED AL DOCUMENTS SUBJECT TO THE BELOW CONDIT					
FILL MATERIAL	ON THE SITE BEING NATURALLY LEVEL WITH NO I . TO THE BUILDING FOOTPRINT AND NO RETAININ ? ANY OTHER SITE SPECIFIC WORKS PROVIDED.					
CLASS 7,8 OR	IL TEST FOR THE SITE WILL BE REQUIRED FOR ANY 1a DESIGN BUILDING AND WILL NEED TO BE PROV FORE THE STRUCRUTRAL DOCUMENTS CAN BE PR	/IDED BY				
	OR SITES OUTSIDE OF THESE DETAILS OR WORKS PECIFICATIONS TO BE PROVIDED BY OTHERS.	OUTSIDE OF THESE				
PLEASE NOMINATE YOUR REQ	UIRED DESIGN*: (TICK ONE)					
PLEASE PROVI	DE A SLAB DESIGN FOR MY SHED					
PLEASE PROVII (CONRETE PIERS - NO SL	DE A PIER DESIGN FOR MY SHED					
(I WILL GET MY SLAB OF NOTE: THIRD PARTY DES STRUCTURAL FRAME DE	IDE A SLAB/PIER DESIGN PIERS DESIGNED BY OTHERS ENGINEERS. ) SIGNER WILL NEED TO REFERENCE OUR SIGN AND TAKE INTO ACCOUNT ITS DESIGN DINGS WHEN PERFORMING THE SLAB/PIER DESIGN.					
		ĺ				
CLIENTS SIGNTURE*:			DATE*:	<b>D</b>		
* DENOTES MANDATORY FIELDS WH	ICH MUST BE COMPLETED.				PAGE 5 OF 6	

#### TERMS AND CONDITIONS APPLICABLE TO THIS CONTRACT

#### **CONTRACT: LEG0062447-1**

It is the responsibility of the Client to ensure they are aware of the terms and conditions in this contract and seek professional independent legal advice in relation to these terms. By purchasing product supplied under this contract, the Client is understanding and accepting the Suppliers terms and conditions of sale:

1. What you are about to purchase is the components for a structural steel building. It is not an RTA toy. This building needs to be installed in compliance with the structural engineering supplied. This building is made from standard Rollformed materials which may require cutting and fitting to construct this building.

2. The supplier makes no warranty regarding the suitability of the product for the Clients specific purpose or the suitability for the Clients specific location. It is the responsibility of the Client to satisfy themselves of the suitability of the product purchased for their own specific purpose.

3. Important: The design class of the kit building quoted is shown on page 1 of the quote. Unless stated otherwise on page 1 of the quote, this kit is not designed for Class 1a (livable buildings). The Supplier makes no claims of this building satisfying Class 1a design unless specifically designed for the purpose and stated on page 1 of the quote.

4. Each kit building is designed in accordance with the structural design specification detailed within the inclusions area of the product description. This design is based on the At the time of placement of order the Client is given the opportunity to provide the site details where the kit is to be constructed. Upon receipt of order third party engineers shall reference this site information using mapping software (google maps, etc.) to determine if the site satisfies the engineering specification quoted. Where the site conditions satisfy the engineering specification, the Supplier shall provide a signed Government Approved certificate of compliance from the third party engineers. Where the engineering specification is not satisfied by the site conditions, the Supplier shall provide the Client with the opportunity to change the ordered building to a design which suits the site conditions with the Client to pay any costs associated with the change. Should the Client not accept these changes the Supplier shall either:

(a).Cancel the order and refund any monies paid. or:

CLIENTS SIGNATURE\*:

MUST BE THE SIGNATURE OF CLIENT NAMED ON PAGE 4

(b).Supply the building with a covering letter of structural compliance stating the structural design criteria of the building supplied in lieu of the certificate of compliance for the relevant site.

5. Where the Client submits the engineering provided for submission to a building/planning authority for approval to construct, and where the Client has paid a deposit only and not authorised for the manufacture of materials (pending building approval), should the governing authority reject the building/planning application, the Supplier shall refund the amount paid, less any third party or administrative costs, subject to the following clauses:

> (a).The Client provides the Supplier with a letter from the governing authority outlining the rejection of the application,

(b).The site location does not allow for the building to be constructed. i.e: the governing authority will not let the Client build over an easement.

(c). The Client cannot place the building in another location that will be approved by the governing authority, (d). The Client cannot change the building to a design that can be approved by the governing authority, (e). The Client returns the engineering certification and structural documents and agrees to not use any of the information provided by Supplier in any future building/planning application.

6. The kit building will be supplied based on the structural design nominated by the Supplier and the Supplier reserves the right to amend any quoted design.

7. It is important to note that these kit buildings are produced in the majority by third-party "rollforming companies" as required. The framing, cladding, doors and windows are all made to order and the finished product is not a stock item. Once the product is made it is non-returnable to the supplier. As the materials for our buildings are produced as required by third parties, any change or cancellation after productions commences, any materials produced (including any costs expended) shall be at the expense of the Client

8. Important: All manufacturing times are quoted as an estimated lead time due to the product being unmade at the time of order. Lead time are established by third party suppliers who estimate availability of raw materials. The actual manufacturing and delivery time may vary according to raw material availability, manufacturing lead-times and delivery factors out of the Supplier, and their third party material suppliers, control. Cancellation of order by client due to extended or altered delivery times will be subject to clause 14 of this contract.

DATE\*:

9. These kit buildings are produced as required by third party suppliers. These third party suppliers do not provide a long term storage solution for completed buildings. It is a requirement of this contract the client takes delivery within four weeks of notification of the kit being ready. Should the client not take delivery within four weeks, the Supplier reserves the right to charge storage at a suitable location and/or any relevant pricing adjustments or storage costs passed on by third party suppliers. These charges are to be paid in full prior to delivery or collection of the kit.

10. Should the Client not accept delivery or collect within eight weeks notification of being ready, the order will be cancelled in accordance with clause 13 of this contract.

11. The Supplier has a responsibility to its employees to provide a safe workplace free from abusive conduct. The Supplier has a zero tolerance approach to any kind of abusive conduct. Any threatening or abusive conduct towards staff or management, be it verbal or written, shall result in immediate cancellation of the order in accordance with clause 13 of this contract.

12. Any cancelled order for partially produced buildings shall be refunded less the cost of any material produced, structural certification fees, third party costs and administrative costs. Due to third party contract terms, where more than 50% of the kit materials have been produced, the kit will be completed and the refund will be subject to clause 13 of this contract.

13. Where an order is cancelled in accordance with clauses 8, 10, 11 or 12 above, the Supplier reserves the right to sell these items unreserved via any public sale method available and refund the client at the value of the re-sold price less the cost of any sales expenses (auctioneer fees, etc.) incurred.

14. Where delivery is quoted, it is the responsibility of the Client to provide the completed delivery information page within this contract. As this site information may not have been provided prior to entering the contract, the Supplier reserves the right to amend and/or decline any quoted delivery charge based on the clients site information provided within this contract.

15. The products supplied are warranted by the material manufacturers. Any warranties provided shall be subject to the terms of the material manufacturers. the Supplier shall provide copies of manufacturer warranty terms for the specific job upon request.

16. Important: The Supplier will provide to the client a material check list prior to delivery. It is the responsibility of the Client to check the delivered components at the time of delivery and advise any material damages, production errors by completing the packing check list supplied and returning via post or email. As the third party suppliers require correctly reported written notification of any shortages, damages or errors, the Supplier will only accept a correctly completed packing check list as notification of any errors. Verbal reporting of errors or damages will be ignored by the Supplier as they cannot be actioned with the third party suppliers. Material are to be checked on a day prior to erectors commencing construction.

17. The Supplier has only 24 hours to advise material suppliers of shortages, damages or errors and cannot be responsible for the security of the Clients site, any claim for shortages, damages or errors will not be accepted after Client takes possession of materials. It is the responsibility of the Client to check the kit materials for any damage that may have occurred during manufacture or transport. Damage to product must be reported within 24 hours of possession AND BEFORE COMMENCEMENT OF ANY CONSTRUCTION OF THE KIT MATERIALS. It is the responsibility of the Client to thoroughly check the materials supplied before construction commences. For the avoidance of assigning blame, the Supplier will not accept any claim for material shortages or dmages or errors after construction commences. The Supplier will accept no responsibility for any construction loss of time or costs associated caused by failure of the Client to correctly check the materials prior to commencement of construction.

18. All kits are supplied with structural engineering. The engineering details is sufficient for a suitably qualified person to erect the building supplied. It is the responsibility of the Client to ensure that whoever is engaged to erect the building is sufficiently experienced as per the requirements of the relevant state building control body. This building is not recommended for construction by persons who are not experienced with construction of steel framed buildings. Please ensure that whoever constructs your building has the correct building qualifications and tools to work with steel structures. It is the responsibility of the Client to ensure whoever erects the buildings reads the engineering and any other details provided before commencement and is comfortable with the requirements and procedures to erect the building. The Supplier, and its third party suppliers, take no responsibility, from whatever source, for plea of ignorance in erecting this building once construction commences.

SIGNTURE\*:

SHEDCORPTAS SALES REPRESENTATIVE - (THE SUPPLIER)

PRINT NAME\*:

DATE\*:

BOTH PARTIES MUST SIGN THIS PAGE. RETURN THE COMPLETED THREE PAGES FOR REVIEW. APPROVAL AND SIGNING BY SHEDCORPTAS. SHEDCORPTAS WILL THEN ISSUE AN INVOICE FOR PAYMENT TO CONFIRM THE CONTRACT.

PAGE 6 OF 6



# Tasmanian Heritage Council

Tasmanian Heritage Council GPO Box 618 Hobart Tasmania 7000 134 Macquarie St, Hobart Tasmania 7000 Tel: 1300 850 332 enquiries@heritage.tas.gov.au www.heritage.tas.gov.au

PLANNING REF:n/aEXEMPTION NO:5419REGISTERED PLACE NO11FILE NO:06-28-40 THCAPPLICANT:Central Highlands CouncilDATE:26-May-2023

# **CERTIFICATE OF EXEMPTION**

(Historic Cultural Heritage Act 1995)

The Place: Town Hall

# 19 ALEXANDER ST BOTHWELL 7030 TAS

Thank you for your application for a Certificate of Exemption for works to the above place. Your application has been approved by the Heritage Council under section 42(3) (a) of the *Historic Cultural Heritage Act 1995* for the following works:

Works: Replacement of shed at rear of the main buildings

# Documents: 1. Application form

- 2. Drawings including site plan and elevation plans
- 3. Photos of existing shed to be removed
- <u>Comments:</u> The proposed works are consistent with the Tasmanian Heritage Council's Works Guidelines describes as being eligible for a certificate of exemption.

A copy of this certificate will be forwarded to the local planning authority for their information. Please note, this certificate of exemption is an approval under the *Historic Cultural Heritage Act 1995* only. This certificate is not an approval under any other Act. Further approvals such as planning, building or plumbing may be required. For information regarding these or any other approval, contact your local Council.

Information on the types of work that may be eligible for a certificate of exemption is available in the Tasmanian Heritage Council's *Works Guidelines for Historic Heritage Places* (Nov. 2015). The Works Guidelines can be downloaded from www.heritage.tas.gov.au.

Please contact the undersigned on 1300 850 332 if you require clarification of any details in this certificate.

Signed:

Kin Guo

Xin Guo **Planner/Adviser - Heritage Tasmania** *Under delegation of the Tasmanian Heritage Council*