

**REGISTER OF
CONTRACT AGREEMENTS**

CONTRACT AGREEMENT NO: CA25/01

TITLE: AirRoad and TWU Contract Agreement 2025

CASE NO: 2025/110131

DATE APPROVED/COMMENCED: 5 June 2025 / 5 June 2025

TERM: 24 months

NEW AGREEMENT OR VARIATION: New

GAZETTAL REFERENCE: 19 August 2025 (398 I.G. 138)

NUMBER OF PAGES: 45

COVERAGE/DESCRIPTION OF EMPLOYEES:

The agreement applies to all contract carriers engaged by AirRoad located at 31 Nyrang Road, Lidcombe NSW 2141, who fall within the coverage of the Transport Industry - General Carriers Contract Determination 2017.

PARTIES:

AirRoad Pty Ltd -&- Transport Workers' Union of New South Wales

2025/00110131

AirRoad and TWU Contract Agreement 2025

1. Title

This Contract Agreement will be referred to as the *AirRoad and TWU Contract Agreement 2025* (the **Agreement**).

2. Parties

The Agreement is made between AirRoad Pty Ltd (**AirRoad**) and the Transport Workers Union of New South Wales (**TWU**).

3. Coverage

- i. The Agreement applies to all contract carriers engaged by AirRoad who fall within the coverage of the *Transport Industry - General Carriers Contract Determination 2017* (the **Determination**).
- ii. The Agreement is to be read in conjunction with the Determination, as varied from time to time. To the extent of any inconsistency between the Agreement and the Determination, and where the Determination provides a greater benefit to the contract carrier, the Determination will prevail.

4. Terms and Conditions

- i. The terms and conditions of the contract carriers engaged by AirRoad under the Agreement will be as per the template contract at Schedule A.
- ii. To the extent that any terms and conditions in Schedule A are contrary to statutory requirements, the parties agree that such terms will be unenforceable and void.

5. Dispute Resolution

- i. Any dispute arising under the Agreement will be dealt with in compliance with clause 26 of the Determination.

6. Anti-discrimination

- i. It is the intention of the parties to the Agreement to seek to achieve the object in sub-s 3(f) of the *Industrial Relations Act 1996* (NSW) to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of a person's sex (including pregnancy and breastfeeding), race, marital or domestic status, disability, homosexuality, transgender identity, age or responsibilities as a carer or because of the sex (including pregnancy and breastfeeding), race, marital or domestic status, disability, homosexuality, transgender identity, age or responsibilities as a carer of the person's relative or associate.
- ii. It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by the Agreement the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this agreement are not directly or indirectly discriminatory in their effects. It will be

consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the Agreement which, by its terms or operation, has a direct or indirect discriminatory effect.

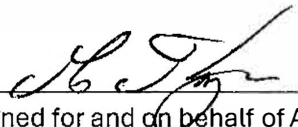
- iii. Under the Anti-Discrimination Act 1977 (NSW), it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- iv. Nothing in this clause is to be taken to affect:
 - (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (b) offering or providing junior rates of pay to persons under 21 years of age;
 - (c) any act or practice of a body established to propagate religion which is exempted under s 56(d) of the Anti-Discrimination Act 1977 (NSW); and/or
 - (d) a party to this agreement from pursuing matters of unlawful discrimination in any State or federal court or tribunal.
- v. This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

7. Term

The Agreement will operate for a period of 2 years from the date of approval

8. Tolls

- i. AirRoad will cover the costs of any toll charges incurred by the carrier on any route which AirRoad approves or directs the carrier to take.
- ii. AirRoad will provide the carrier with an E-Tag upon commencement.



Signed for and on behalf of AirRoad Pty Ltd (ABN: 81 002 955 419)

Name of Representative:

IAN KEITH THORPE



Signed for and on behalf of Transport Workers Union of New South Wales
Name of Representative: Richard Olsen, State Secretary NSW

Schedule A

LOCAL DELIVERY SUBCONTRACTOR AGREEMENT

This Agreement is made between:

AirRoad Pty Limited (ABN 81 002 955 419)

and

[Subcontractor Company Name] (ABN XXX)

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THIS AGREEMENT is made on the date set out in the Schedule.

BETWEEN: AirRoad Pty Limited ABN 81 002 955 419 of 31 Nyrang Road, Lidcombe 2141 (**AirRoad**);

AND: The party named in Schedule 1 (the **Subcontractor**).

BACKGROUND:

- a. AirRoad operates a business of supplying road transport and logistics services.
- b. AirRoad, for the purpose of its business, engages owner-drivers from time to time (meaning may be requested more than once) on a sub-contract basis.
- c. The Subcontractor conducts business on an owner-driver basis providing road transport services.
- d. The Subcontractor desires to be engaged on a sub-contract basis from time to time by AirRoad to provide metro road transport services and AirRoad desires to engage the Subcontractor from time to time to provide such services.
- e. The parties agree that the terms of engagement of the Subcontractor by AirRoad shall be subject to and on the terms and conditions contained in this Agreement.

It is agreed as follows:

1 DEFINITIONS

- 1.1 In this Agreement, unless the context otherwise requires, the following words have these meanings:

Agreement	means this Agreement including all Schedules and agreed variations.
Approved Driver	means a driver who meets the requirements of clause 11.2 and is engaged by the Sub-contractor for the purpose of providing the Services or otherwise approved by AirRoad in writing.
AirRoad Equipment	means any pallet, radio, trailer, loading device, communication equipment, GPS tracking device, scanner, toll tag, container, special packaging or any other thing owned by AirRoad or any associated entity and provided to the Subcontractor by AirRoad for the purposes of the Services.
COR	means Chain of Responsibility.
COR Laws	means the Heavy Vehicle National Law (HVNL) and Regulations as they apply in the Australian Capital Territory, New South Wales, Queensland, Western Australia, South Australia, Tasmania and Victoria, Road Traffic (Administration) Act 2008 (WA) and Road Traffic (Vehicles) Act 2012 (WA) and any other similar laws in any State/Territory (in force from time to time).
Commencement Date	means the Commencement Date stipulated in Item 1 of Schedule 1.
Confidential Information	means any of the following, but not limited to;

information which is specifically designated as confidential by AirRoad or its Customers;
 information which by its nature may reasonably be understood to be confidential;
 AirRoad's trade secrets and intellectual property;
 information regarding AirRoad's financial or business affairs;
 any agreements, arrangements or terms of trade of AirRoad with a customer or supplier or prospective customer or supplier;
 any files, records, documents or committee papers relating to AirRoad or its business;
 AirRoad's contractual, technical and production information;
 AirRoad's marketing plans, and marketing and sales techniques;
 AirRoad's employee and contractor (including sub-contractor) information;
 AirRoad's business systems, and operating procedures or manuals; and
 notes and developments regarding AirRoad's confidential information.

Consignor	means the party from whom goods are collected to be delivered to the consignee under a cartage contract.
Consignee	means the party to whom goods are to be delivered under a cartage contract.
Customer	means the person or entity entering into one or more cartage contracts with AirRoad.
Customer Equipment	means any pallet, trailer, loading device, container, special packaging or any other thing owned by a customer or any associated entity of the Customer and provided or made available to the Subcontractor on behalf of the Customer for the purposes of the provision of the Services.
Dangerous Goods (DGs)	means Dangerous Goods as defined by the Australian Code of the Transport of Dangerous Goods by Road or Rail.
Determination	in NSW means the General Carriers Contractor Determination 2017, as published by the New South Wales Industrial Relations Commission.
Force Majeure Event	means: an act of God, lightning, fire, flood, severe weather conditions or other natural disaster; strike, lock out or other industrial action; wars, hostilities, terrorist acts, riots or civil commotion; compliance with any law, regulation or order of any governmental body or court; and any other cause whether of a kind specified above or otherwise which is not reasonably within the control of the party affected.
Goods	means the items that are required to be transported by the Subcontractor under this Agreement.
Goodwill	means any payment, benefit or premium paid above the market price of a vehicle, however described, made or given with the express or implied representation of the payer obtaining rights under this Agreement or any Agreement for the provision of road transport services with AirRoad.
Guide	means the Load Restraint Guide published by the National Transport Commission, as replaced or revised from time to time.
Immediate family	means a spouse, child, parent, grandparent or sibling of the Subcontractor, or the Subcontractor's spouse.

Laws	means any applicable Law, whether Federal, State or local government, written or unwritten, including acts of parliament, ordinances, regulations, by-laws and any code of practice in so far as it imposes any mandatory requirement.
Livery	means any painting, decals, painted sides, logos, posters, stickers, trailer curtains or other material promoting or identifying AirRoad or AirRoad's customer that AirRoad requires the Subcontractor to apply to a vehicle used for the provision of the Services under this Agreement.
Metro	The geographical area that the Service Provider will be responsible to provide the agreed service in and be responsible for.
Modern Slavery Laws	means the <i>Modern Slavery Act 2018</i> (Cth) and <i>Modern Slavery Act 2018</i> (NSW).
Offer	means any offer AirRoad may make to the Subcontractor to provide the Services under this Agreement.
Proof of Delivery	means the original delivery docket signed by the recipient of the Goods confirming delivery of the Goods in good order and condition.
Records	<p>means:</p> <ul style="list-style-type: none"> (a) all documentation relating to the Subcontractor Personnel; (b) copies of all invoices and documentation relating to expense claims and expenses under this Agreement; and (c) such other documentation in connection with this Agreement as AirRoad reasonably directs from time to time. <p>For the avoidance of doubt, this clause also includes electronic records.</p>
Representatives	means any director, officer, employee, agent or representatives of the Subcontractor, including its drivers.
Safety Legislation	means any law of Australia and also any judgment, order, policy, guideline, regulation, official directive, notice or request of any Government Agency or regulatory body within Australia that is applicable to work health and safety, chain of responsibility, heavy vehicle safety, mass and load, road safety and traffic management, fatigue management, environment protection and dangerous goods.
Services	means the provision of road transport services by the Subcontractor to, or on behalf of, AirRoad under this Agreement as may be agreed from time to time, subject to any Offer.
Subcontractor	means the party identified in Item 2 of Schedule 1 which must be a company as defined by the Corporations Act 2001 (Cth).
Substitute Vehicle	means a vehicle that complies with clause 0 of this Agreement.
Vehicle	means a vehicle (including a Substitute Vehicle) supplied by the Subcontractor to provide the Services consistent with the terms of Item 3 of Schedule 1 or such other specifications as may be required by AirRoad from time to time.

2 RELATIONSHIP OF PARTIES

- 2.1 The Subcontractor acknowledges and confirms that at all times during this Agreement it shall remain an independent contractor and has been and will continue to be in business for and on behalf of itself as named in Item 2 of Schedule 1.
- 2.2 The Subcontractor and AirRoad expressly acknowledge and agree that nothing in this Agreement shall be deemed or construed to give rise to or create a relationship between AirRoad and the Subcontractor of master and servant; employer and employee, agent or principal; partners or joint venturers. The Subcontractor is an independent contractor for the supply of Services to AirRoad and it is the express intention of the parties that no relationship partnership or employment exists.
- 2.3 This Agreement is an Agreement for services and is not a contract of employment. The Subcontractor must not hold themselves or any Approved Driver out to be an employee of AirRoad.

3 TERM OF CONTRACT

3.1 This Agreement Commences on:

- (a) the Commencement Date; or
- (b) if no date is specified, the date of this Agreement,

and continues in force until each party has performed all of its obligations under this Agreement unless otherwise terminated in accordance with its terms.

- 3.2 Prior to the expiry of this Agreement, the parties may agree in writing to extend this Agreement for the further period listed in Schedule 1.
- 3.3 Should this Agreement continue after each party has performed its obligations under this Agreement, without the execution of any renewal of this Agreement or the execution of a new Agreement, the parties agree that this Agreement will continue on a month to month basis and can be terminated upon thirty (30) days' written notice by either party.

4 PREVIOUS CONTRACTS REPLACED

This Agreement replaces all previous agreements contracts or understandings made between the Parties, but entering into this Agreement does not affect any rights, obligations or liabilities incurred or accrued under previous agreements, contracts or arrangements, unless there is express agreement to the contrary.

5 SERVICES

- 5.1 If an Offer is made by AirRoad and accepted by the Subcontractor, a cartage contract exists for the provision of the Services. The Subcontractor and AirRoad will specify in writing the relevant details of the Services to be provided under the contract. Matters that may be specified include, where applicable, the:
- (a) date or dates the Services are to be supplied;
 - (b) customer details and identities and addresses of consignors and consignees;
 - (c) location or locations at which the Services are to be provided;
 - (d) nature of the Services to be provided; and
 - (e) fees payable to the Contractor.
- 5.2 The Subcontractor must provide the Services and perform all its obligations:
- (a) in a timely manner and to a standard and at a rate of progress satisfactory to AirRoad;

- (b) with due care and skill; and
- (c) in compliance with this Agreement.

5.3 The Subcontractor represents and warrants that:

- (a) it and its Representatives have the necessary skill, care, expertise, qualifications and experience to provide the Services; and
- (b) it and its Representatives will comply with all relevant Safety Legislation.

5.4 For the purposes of this Agreement, AirRoad agrees that the Subcontractor, and all other parties that are engaged as subcontractors with AirRoad on a similar agreement, will be treated as a preferred supplier, and be given priority over any third parties who are not party to a subcontractor agreement with AirRoad.

6 GENERAL

6.1 If required by the relevant legislation in the state where the Services are being supplied, or as agreed between the parties, a guaranteed minimum number of hours will be defined in item 4 of Schedule 1.

6.2 The total amount payable to Subcontractor under this Agreement will not be less than if they were calculated using the methodology stated in the Determination.

6.3 Unless otherwise specified in this Agreement, the Subcontractor may perform services for persons other than AirRoad during the period of this Agreement.

6.4 Unless authorised by AirRoad in writing, the Subcontractor must not:

- 6.4.1 bind, or purport to bind, AirRoad to any contract, agreement or transaction;
- 6.4.2 pledge the credit of AirRoad in any manner whatsoever; or
- 6.4.3 permit the creation of any lien over any property of AirRoad that may be in its possession or under its control.

6.5 The Subcontractor is responsible for providing the Services in the most efficient and cost-effective manner for AirRoad and its Customers, which includes choosing the most appropriate transport route, unless directed otherwise by AirRoad or the Customer.

6.6 The Subcontractor will:

- 6.6.1 exercise all reasonable care in the provision of the Services;
- 6.6.2 provide all equipment required to reasonably complete the Services, which could include (but is not limited to) pallet jacks, trolleys and load restraint equipment.
- 6.6.3 account to AirRoad for all equipment owned or controlled by AirRoad in its custody and/or control, and notify AirRoad immediately if any such equipment is lost or damaged or ceases to function properly;
- 6.6.4 promptly advise AirRoad of any anticipated inability to provide, or of any unreasonable delay in the provision of the Services;
- 6.6.5 promptly advise AirRoad of any purported variation of the terms of the Offer made directly to the Subcontractor by, or on behalf of, the Customer;

- 6.6.6 carry out all reasonable requirements of the Consignor, the Consignee, and the Customer in connection with the loading and unloading and carriage of goods;
- 6.6.7 be liable for and responsible to pay its own staff (including any Approved Driver) wages, salaries and other benefits, as well as the Subcontractor's own fuel, oil, registration and other day to day running expenses, and its own repairs and maintenance of the Vehicle (including any Substitute Vehicle);
- 6.6.8 ensure that any Vehicle used in providing the Services is registered in accordance with all relevant laws and otherwise meets AirRoad's requirements notified to the Subcontractor;
- 6.6.9 ensure that only an Approved Driver drive any Vehicle used in providing the Services;
- 6.6.10 immediately, or as soon as practicable, after any event described in this Agreement advise AirRoad if any Vehicle or the goods being loaded or carried or unloaded by the Subcontractor in providing the Services are involved in any accident or suffer any damage;
- 6.6.11 accurately complete and return to AirRoad all forms reasonably necessary for compliance with relevant laws, including tax legislation, and to effect payment to the Subcontractor for the Services and keep relevant records updated as and when necessary;
- 6.6.12 at all times ensure that the Services are provided in a safe, timely, conscientious and professional manner;
- 6.6.13 comply with any and all lawful conditions or requirements of entry to premises of AirRoad or its Customers, including any lawful requirement to submit to drug or alcohol testing; and
- 6.6.14 comply with AirRoad's policies and procedures notified to the Subcontractor and in place from time to time.

7 SUBCONTRACTOR OBLIGATIONS

- 7.1 The Subcontractor acknowledges and agrees that AirRoad will suffer financial damage and loss if the Subcontractor:
 - 7.1.1 does not provide the Services consistently with the terms of this Agreement and any Offer and booking arrangements made through AirRoad (as may be varied from time to time by AirRoad or its Customers); or
 - 7.1.2 solicits, attempts to or varies or receives direct Customer instruction (without the prior consent of AirRoad); or
 - 7.1.3 is involved in any event that results in the frustration of or interference in the operations of AirRoad; or
 - 7.1.4 the Subcontractor competes with AirRoad for the provision of the Services or services similar to the Services to AirRoad's customers.
- 7.2 The Subcontractor holds AirRoad harmless from any action and indemnifies AirRoad against any costs, loss or damage arising out of any breach of clause 7.1 by the Subcontractor or any person on behalf of the Subcontractor and agrees that any such event may result in the immediate termination of this Agreement without notice under clause 27.2.

- 7.3 The Subcontractor must notify AirRoad immediately if any circumstances referred to in clause 7.1.1 occurs and must not engage in any activity specified in clause 7.1 without the prior written consent of AirRoad on each and every occasion.
- 7.4 The Subcontractor agrees that AirRoad will be the sole party to contact the Customer and enter a binding cartage contract relating to the provision of the Services under this Agreement.
- 7.5 The Subcontractor must ensure that all persons acting on behalf of the Subcontractor, including officers, Approved Drivers, employees, subcontractors or agents of the Subcontractor in providing the Services, comply with the terms of this Agreement.
- 7.6 The Subcontractor must ensure that it makes payment to all persons acting on behalf of the Subcontractor, including its officers, Approved Drivers, employees, Subcontractors or agents of the Subcontractor each time an invoice is issued to AirRoad, and provide a written statement to that effect, in a form set out by AirRoad. The Subcontractor indemnifies AirRoad against any and all claims for such amounts.

8 RATES AND PAYMENTS

- 8.1 Air Road will pay the Subcontractor in accordance with the rates set out in Schedule 1. For the avoidance of doubt, the payments which may be made to the Subcontractor include:
- (a) the Subcontractor's weekly rate;
 - (b) an allowance towards the Subcontractor's Work Cover Insurance, for one vehicle only; and
 - (c) fuel levy,
- together the "Remuneration".
- 8.2 The Subcontractor may also be eligible for a bonus scheme, conditional upon certain criteria being met in accordance with Schedule 1.
- 8.3 Unless otherwise specified, all rates in Schedule 1 are fixed and include all levies, taxes, insurance, imposts and other costs.
- 8.4 The Subcontractor must provide AirRoad with all information, documents and other materials AirRoad may reasonably request in order to calculate and/or verify the rates and/or structure of the rates, including, without limitation, any documents or information required to verify any adjustments to the rates.

9 SET-OFF

- 9.1 AirRoad may withhold, deduct or set off any of the following from or against any amount owing by AirRoad to the Subcontractor under this Agreement, any other Agreement between the parties, or at law:
- (i) any amount owing by the Subcontractor to AirRoad under this Agreement, any other Agreement between the parties, or at law; or
 - (ii) any claim for payment of an amount which AirRoad considers will become a debt due and payable by the Subcontractor to AirRoad under this Agreement, any other Agreement between the parties, or at law; or
 - (iii) any amount agreed by the Subcontractor as due to AirRoad, or awarded in arbitration, litigation or expert determination in favour of AirRoad, and which arises out of or in connection with this Agreement, or any other Agreement between the parties, or at law; or

(iv) the amount of any claim for loss, damages, costs or expenses which has been or may be incurred by AirRoad by reason of any breach of or failure to observe the provisions of this Agreement by the Subcontractor, or any other Agreement between the parties, or at law.

9.2 Any amount set-off is without prejudice to the rights of AirRoad in any subsequent arbitration, litigation or expert determination to seek to vary the amount set-off.

9.3 AirRoad's right to set-off shall be in addition to any other rights or remedies which it may have at law or in equity.

10 HEALTH AND SAFETY

10.1 The Subcontractor must comply with and must ensure its personnel involved in providing the Services comply with Safety Legislation, AirRoad's health and safety policies and procedures as well as those of the Subcontractor.

10.2 For the purposes of all applicable health, safety and welfare legislation, the parties agree that any person or persons employed or engaged by the Subcontractor in the provision of the Services shall be under the control and direction of the Subcontractor (as far as the Subcontractor has influence or control over the work being conducted by their worker), and the Subcontractor is responsible for complying at all times with the provisions of the legislation in relation to those persons.

10.3 The Subcontractor may at any time refuse to carry any goods or perform any act if in the genuine view of the Subcontractor if the act was performed, it may be negligent, unsafe or unlawful, or in breach of any law.

10.4 The Subcontractor will advise AirRoad of any such refusal and the reason for the refusal as soon as practicable.

10.5 The refusal of work under this clause does not constitute a breach of any term of this Agreement.

11 COMPLIANCE WITH LAWS

11.1 The Subcontractor must comply with all other laws relevant to the provision of the Services, including but not limited to laws dealing with:

- a. registration of any Vehicle and compulsory third-party insurance;
- b. heavy vehicle safety, mass and load regulations, including the lawful use of particular roads and routes;
- c. environmental requirements, emission controls and noise standards;
- d. mandatory Australian design standards;
- e. road safety and traffic management laws;
- f. health and safety laws;
- g. Dangerous Goods including any signage and compulsory insurance requirements;
- h. food transport and hygiene;

- i. security and anti-terrorism laws, including port identification requirements;
- j. retention and possession of required documents;
- k. driving hours and fatigue management; and
- l. Modern Slavery.

CONDITION OF VEHICLE/VEHICLE MAINTENANCE

- 11.2 The Subcontractor is responsible for maintaining the Vehicle, including any Substitute Vehicle in a mechanically sound condition that is fit for the purpose of providing the Services and in compliance with its manufacturer's instructions.
- 11.3 If AirRoad has a reasonable concern that the Vehicle is not, or may not be roadworthy, AirRoad may direct the Subcontractor to stop using the vehicle pending inspection or repair in compliance with Part 2, clause 5.5 of the Determination.

LICENCES AND REGISTRATION

- 11.4 The Subcontractor warrants that it and all Approved Drivers will, at all relevant times during the provision of the Services, hold all approvals, licences, registrations and comply with any laws, codes or other requirements necessary for the proper provision of the Services including:
 - i. to operate any Vehicle, or other machinery or equipment supplied or used by the Subcontractor in providing the Services;
 - ii. to carry particular kinds of goods, including Dangerous Goods;
 - iii. to enter certain premises; or
 - iv. to operate the Vehicle to the relevant carrying capacity specified in Item 3 of Schedule 1.
- 11.5 The Subcontractor must inform AirRoad immediately of the actual or threatened cancellation, suspension or imposition of a condition placed on any approval, licence or registration referred to in clause 11.4 held by it or an Approved Driver.
- 11.6 The Subcontractor must:
 - i. comply and ensure its personnel comply with the conditions of all such approvals, licences and registrations at all times in providing the Services;
 - ii. supply AirRoad with a current copy of any required licence, approval or registration; and
 - iii. on request from AirRoad, provide evidence that the Subcontractor holds a current and valid driver's licence.
 - iv. ensure any Vehicle used in providing the Services to AirRoad is registered for legal road use.
- 11.7 The Subcontractor is responsible for:
 - i. managing and paying for the costs of all relevant approvals, licensing and registration necessary for the proper provision of the Services; and

- ii. managing the costs of registering any Vehicle, including the cost of compulsory insurance if required in the registering State or Territory.

COMPLIANCE WITH FATIGUE REQUIREMENTS

- 11.8 The Subcontractor will comply with all applicable laws concerning fatigue, fatigue management, rest breaks and record keeping applicable to the services. Where the Subcontractor is obliged to take mandatory rest or meal breaks under a law, such rest breaks will not be paid for as time worked.
- 11.9 Where the Subcontractor is not obliged to take rest breaks under a law, then the Subcontractor may take meal and rest breaks as specified in the Schedule. The Subcontractor is entitled to refuse to perform any work during a meal or rest break that is not paid.
- 11.10 The Subcontractor must:
 - i. notify AirRoad's Operations Manager, Fleet Controller or other nominated person if providing the Services at any time will result in relevant maximum work hours prescribed by law being exceeded; and
 - ii. ensure that any Approved Driver engaged in providing the Services presents to work non-fatigued and ready for work.
- 11.11 If at any time, AirRoad believes an Approved Driver is fatigued and unable to provide the Services in a lawful and safe manner, no Offer may be made, or an existing Offer may be revoked at AirRoad's absolute discretion.

COMPLIANCE WITH SPEED AND OTHER ROAD RULES

- 11.12 At all times, when providing the Services, the Subcontractor and any Approved Driver, must act in a lawful, safe, courteous and professional manner.
- 11.13 The Subcontractor and any Approved Driver must comply with applicable road rules when providing the Services.
- 11.14 With the exception of parking fines, AirRoad is not responsible for any fines incurred by the Subcontractor or any Approved Driver in providing the Services. Parking fine charges will be paid via reimbursement on approval from the NSW State Manager.
- 11.15 Failure to comply with applicable road rules, including inappropriate behaviour on the road, may result in AirRoad withholding or revoking any Offer.

SAFE LOADING AND LOAD RESTRAINT

- 11.16 If a Subcontractor is responsible for loading a Vehicle, the Subcontractor must ensure the goods are loaded in such a way as to ensure safe load distribution, to eliminate damage to the goods and in compliance with any applicable law.
- 11.17 The Subcontractor must ensure all Vehicle loads (including pre-loaded trailers) are restrained appropriately and in compliance with the Guide or any applicable law.
- 11.18 The Subcontractor is responsible for providing and maintaining its own Vehicle load restraint equipment. Any worn or damaged equipment must be repaired or replaced and not used in providing the Services.

- 11.19 If the Subcontractor fails to restrain Vehicle loads and/or uses damaged or unsafe restraint equipment, AirRoad may withhold or revoke any Offer until the relevant equipment has been repaired or replaced, to satisfaction.

SUBCONTRACTOR WILL CARRY OUT AIRROAD'S REASONABLE REQUIREMENTS

- 11.20 The Subcontractor will carry out all reasonable requirements of AirRoad, or Customers of AirRoad, in connection with the provision of the Services, including but not limited to the loading and unloading of goods.

12 CHAIN OF RESPONSIBILITY

- 12.1 The Subcontractor warrants that it and its Representatives will comply with the CoR Laws, including, without limitation:

- (a) managing fatigue and rest protocols;
- (b) adhering to mass and dimension regulations;
- (c) observing load and capacity restrictions;
- (d) maintaining appropriate licensing and approvals;
- (e) complying with relevant rules and codes when transporting Dangerous Goods; and
- (f) maintaining and producing necessary documentation when required.

- 12.2 The Subcontractor must at all times during the Term of and provision or performance of any Services under this Agreement:

- (a) comply with its obligations under the CoR Laws and upon request, provide AirRoad with evidence of compliance;
- (b) consult, cooperate and coordinate with AirRoad in relation to compliance with CoR Laws;
- (c) take all reasonable steps to prevent any contravention of the CoR Laws.

- 12.3 The Subcontractor agrees to cooperate with and do all things necessary to assist AirRoad or its officers, employees or agents in discharging their obligations under the CoR Laws. This includes cooperating fully with any monitoring activities undertaken by AirRoad to satisfy itself that the CoR Laws have been complied with and will continue to be complied with.

- 12.4 In relation to the performance of the Services under this Agreement, the Subcontractor must notify AirRoad of any:

- (a) warning or caution;
- (b) request for information or production of documents;
- (c) infringement notice;
- (d) fine; or
- (e) commencement of prosecution proceedings,

by any State or Territory road safety authority or authorized officer in respect of any breach or suspected breach of any CoR Laws in respect of any Services provided by the Subcontractor to or on behalf of AirRoad. The Subcontractor further undertakes to provide AirRoad with a copy of any such warning request, notice, fine or proceedings and any response or submissions made by or on behalf of the Subcontractor within 14 days after receiving or making the same.

- 12.5 In the event of any breach or suspected breach of the CoR Laws by the Subcontractor in relation to any Services provided under this Agreement, AirRoad will be entitled to in its sole and absolute discretion:
- (i) report any breach or suspected breach of the CoR Laws to any relevant authority, including disclosing any or all documentary materials in relation to the circumstances of any such breach or suspected breach; and/or
 - (ii) require the Subcontractor to explain to the reasonable satisfaction of AirRoad and within a timeframe set by AirRoad:
 - (A) the circumstances of the breach or suspected breach;
 - (B) any steps taken to respond to the breach or suspected breach; and
 - (C) any steps taken to prevent any other breach similar to the breach or suspected breach from occurring.
- 12.6 In the event of any breach or suspected breach of the CoR Laws by the Subcontractor in relation to any Services provided under this Agreement, or any breach of the Subcontractor of this clause 12 or any failure of the Subcontractor to respond to the reasonable satisfaction of AirRoad to any request issued, AirRoad will be entitled, in its sole and absolute discretion:
- (i) to require the person(s) responsible for any breach(es), including any subcontractor(s) are not used or engaged to provide Services to or on behalf of AirRoad in future;
 - (ii) not purchase any further Services from any person(s) responsible for any breach(es) of the CoR Laws;
 - (iii) suspend this Agreement (or any part of it) without further payment until such time as the breach is remedied to the satisfaction of AirRoad; and
 - (iv) terminate this Agreement.

13 MODERN SLAVERY

- 13.1 Neither the Subcontractor nor any Representatives or any other person involved in the Subcontractor's supply chain, has been:
- (a) Convicted of any offence pursuant to Modern Slavery Laws; or
 - (b) The subject of any investigation, inquiry or proceedings brought by any government or regulatory authority regarding any offence pursuant to Modern Slavery Laws,
- and the Subcontractor will take all steps to ensure that there is no contravention associated with the performance and delivery of the Subcontractor's Services including the provision of any goods, raw materials and / or services by any Representative or any other third party involved in Subcontractor's supply chain.
- 13.2 The Subcontractor must immediately notify AirRoad if it becomes aware of a Representative or any other third party in the Subcontractor's supply chain being convicted pursuant to clause 13.1(a) or if any such person or entity becomes the subject of any investigation, inquiry or proceedings pursuant to clause 13.1(b).
- 13.3 The Subcontractor must report in writing to AirRoad, upon request by AirRoad, on its compliance with the requirements of this clause.
- 13.4 The Subcontractor acknowledges and agrees that, pursuant to clause 23, AirRoad will be entitled to audit the Subcontractor's records, including any Representatives' records to the extent that they relate to the Services delivered under the Agreement, for the purposes of determining compliance with this clause.

14 INSURANCES

- 14.1 At all times during the provision of the Services, the Subcontractor must take out and maintain relevant insurance policies with an authorised Australian insurer and holder of a financial services licence in accordance with the *Financial Services Reform Act 2001* (Cth), or any iteration of the legislation.
- 14.2 The Subcontractor must ensure that the insurance policies are primary and without any right of contribution by AirRoad or any insurance effected by AirRoad.
- 14.3 The Subcontractor must prior to the commencement of this Agreement and on each anniversary of the date of this Agreement provide AirRoad with Certificates of Currency from the Subcontractor's insurers certifying that it has insurance as required by this clause 12. If the Subcontractor refuses to provide proof of insurance, AirRoad will be entitled to withhold or revoke any Offers until the required documentation is received.
- 14.4 The Subcontractor must demonstrate to AirRoad's satisfaction, compliance with these insurance requirements.
- 14.5 Without limiting the generality of clause 12.1, the Subcontractor must take out and maintain current insurance policies of the following kind:
- 14.5.1 comprehensive motor vehicle cover insuring any Vehicle used in providing Services including:
 - (a) for damage to any Vehicle - for no less than market value;
 - (b) for third party property damage;
 - (c) for Dangerous Goods liability; and
 - (d) with coverage to be no less than 250km from the AirRoad transport depot.
 - 14.5.2 Public Liability cover, for an amount no less than \$20 million for any one occurrence; and
 - 14.5.3 Workers Compensation cover, in compliance with requirements of the State or Territory the Subcontractor is operating within in providing the Services.
- 14.6 AirRoad may request copies of the associated certificate of currency. If the Subcontractor refuses to provide proof of insurance, AirRoad will be entitled to withhold or revoke any Offers until the required documentation is received.

GOODS IN TRANSIT INSURANCE

- 14.7 Subcontractors subject to this Agreement are not required to maintain a Marine Carrier insurance policy when carrying goods for AirRoad. Any claims under this policy type will be managed through the AirRoad policy.

TRAILER IN CONTROL

- 14.8 If the Subcontractor is engaged to provide the Services which requires operating a prime mover to tow trailers owned or supplied by AirRoad, the Subcontractor must maintain a current Trailer in Control insurance policy.

- 14.9 AirRoad may request satisfactory evidence of the associated certificate of currency for the insurance specified in clause 14.8. If the Subcontractor fails or refuses to provide such evidence, AirRoad may withhold or revoke any Offer until the required documentation is received.

15 EQUIPMENT

GENERAL

- 15.1 The Subcontractor is responsible for ensuring the security, safety and proper use of all AirRoad's Equipment and Customer Equipment supplied to it in providing the Services.
- 15.2 The Subcontractor is required at all relevant times to keep and maintain clear documentation in relation to AirRoad's Equipment and Customer Equipment.
- 15.3 The Subcontractor will replace or reimburse AirRoad for the loss or damage of AirRoad's Equipment or Customer Equipment occurring due to the fault of the Subcontractor, Subcontractor personnel or their failure to maintain the necessary documents. Reimbursement methodology will be as reasonably agreed between AirRoad and the Subcontractor.
- 15.4 If the Subcontractor fails to comply with any obligation under clause 15, AirRoad may deduct from any payment due to the Subcontractor, an amount which represents the cost of replacement or repair.

TRACKING EQUIPMENT

- 15.5 The Subcontractor agrees to have a tracking device installed in any Vehicle used in providing the Services at AirRoad's discretion and cost, for the purpose of fleet management and vehicle security. Provided that the Subcontractor cooperates, if the Subcontractor ceases to provide Services for any reason, the reasonable cost of removal of the tracking device will be borne by AirRoad.
- 15.6 The Subcontractor is required to use any such tracking device only in the manner required or specified by AirRoad from time to time. No tampering or interference with any such device is permitted.
- 15.7 Any such tracking device remains at all times the property of AirRoad.
- 15.8 If the Subcontractor ceases to provide services to AirRoad, any tracking device installed in Vehicles must be returned to AirRoad immediately. Failure to do so will result in payments being withheld or deducted from any payment due to the Subcontractor.
- 15.9 Any damage caused to the device by the Subcontractor, or its personnel will be repaired by the Subcontractor at the Subcontractor's cost. If the Subcontractor fails to repair or replace the device, AirRoad may withhold or deduct an amount from any payment due to the Subcontractor to cover the cost of such repair or replacement.

PDA/HANDHELD DEVICE

- 15.10 The Subcontractor will be issued by AirRoad with a handheld device (**Device**) to be used for, and only for the provision of the Services, specifically:
- (a) the scanning of freight on and off a Vehicle;
 - (b) providing notations regarding consignments; and

(c) generating proof of delivery.

- 15.11 Any deliberate, reckless or malicious damage to the Device is the responsibility of the Subcontractor to replace or repair it. Should the Subcontractor fail to do so to AirRoad's satisfaction, AirRoad will either withhold or deduct an amount for the cost of repairing or replacing the Device from any monies otherwise payable to the Subcontractor.
- 15.12 The Device will at all times remain the property of AirRoad.
- 15.13 If the Subcontractor ceases to provide Services to AirRoad, the Device must be returned to AirRoad immediately. Failure to do so may result in payments being withheld or deductions from such payments to the Subcontractor.

LIVERY

- 15.4 AirRoad may apply livery to the Vehicle or any Substitute Vehicle.
- 15.5 The Subcontractor will care for the livery in the manner directed by AirRoad and will repay AirRoad for any cost of repair or replacement of the livery damaged by the Subcontractor.
- 15.6 The livery remains, at all times, the property of AirRoad and may be removed by AirRoad at any time.
- 15.7 If a Subcontractor ceases to provide Services to AirRoad, the livery must be removed. The reasonable cost of livery removal will be borne by AirRoad.

16 UNIFORMS AND PPE

UNIFORMS

- 16.1 AirRoad will provide the Subcontractor and any Approved Driver with an AirRoad branded uniform in compliance with AirRoad's Uniform and Dress Code Policy.
- 16.2 Uniforms must be kept in a clean and tidy condition by the Subcontractor and only worn when the Services are being provided.
- 16.3 Uniforms supplied by AirRoad under this clause at all times remain the property of AirRoad.
- 16.4 If the Subcontractor ceases to provide the Services, all issued items of uniform must be returned to AirRoad immediately. If the Subcontractor fails or refuses to return the uniform, AirRoad may deduct the amount owed from any payment otherwise due to the Subcontractor.

PERSONAL PROTECTIVE EQUIPMENT

- 16.5 In providing the Services the Subcontractor must supply and ensure its personnel at all times wear appropriate standard safety equipment including, but not limited to safety boots (steel capped footwear) and a safety vest, as directed and required by law. The cost of safety boots is offset against payments made to the Subcontractor in excess of minimum Determination rates.

17 VEHICLES AND REPLACEMENT DRIVERS

APPROVED VEHICLES

- 17.1 Any vehicle provided by the Subcontractor to provide Services under this agreement, must meet AirRoad's specifications in place from time to time.
- 17.2 Unless agreed otherwise in writing, AirRoad requires all vehicles used in the provision of Services to be less than 10 years old.

APPROVED DRIVERS

- 17.3 The Subcontractor will provide the Services using only one or more Approved Drivers who are:
- i. eligible to work in Australia; and
 - ii. currently hold an Australian Driver's license for the Vehicle; and
 - iii. approved in advance in writing by AirRoad to drive the Vehicle.
- 17.4 The responsibility for and all costs associated with recruiting and training an Approved Driver is the Subcontractor's.
- 17.5 AirRoad may withhold or withdraw authority for an Approved Driver if AirRoad believes that the individual:
- (a) is not qualified, properly licensed or capable of assisting in providing the Services;
 - (b) is not a fit or proper person to assist in providing the Services;
 - (c) is not acceptable to AirRoad or a Customer on reasonable and lawful grounds;
 - (d) engages in misconduct or other unacceptable behaviour; or
 - (e) fails to comply with a reasonable and lawful request relating to the provision of the Services or causes the Subcontractors not to comply with a provision of this Agreement.
- 17.6 Where a Subcontractor engages an Approved Driver, the Approved Driver must be engaged as an employee of the Subcontractor.
- 17.7 Where a Subcontractor engages Approved Drivers to work within the AirRoad fleet, the Subcontractor must ensure the Approved Driver is paid no less than the entitlements under the Road Transport and Distribution Award 2020, including payments for:
- (a) Weekend work;
 - (b) Overtime or penalty rates;
 - (c) Leave entitlements;
 - (d) Payment of superannuation; and
 - (e) Any other payments owing to the Approved Driver.
- 17.8 To ensure compliance with the requirements of clause 17, AirRoad may from time to time undertake Subcontractor audits. Subcontractors will be provided with reasonable notice of the audit. Failure to provide the required documentation in a reasonable timeframe may result in no further offers of work being made until the required evidence is provided.

SUBSTITUTE VEHICLES

17.9 The Subcontractor may use a Substitute Vehicle, only if:

- a. permission to use it has been granted by the relevant State Manager or other AirRoad nominee;
- b. the Vehicle(s) cannot be used due to maintenance or repair requirements and satisfactory evidence of this has been provided to AirRoad's State Manager or other nominee;
- c. the Substitute Vehicle complies with the terms of this Agreement or is otherwise approved by AirRoad; and
- d. the Substitute Vehicle is of the same or higher capacity as the Vehicles.

18 DOCUMENTATION

REQUIRED DOCUMENTS - GENERAL

18.1 The Subcontractor must retain and keep in its possession or control at all relevant times during the provision of Services, any documentation required to be kept by law.

SPECIFIC

18.2 Without limiting the generality of clause 18.1, the Subcontractor must:

- (a) provide accurate and properly completed documents and run sheets in the form, time and manner reasonably required by AirRoad from time to time. The Subcontractor acknowledges that failure to provide properly completed documentation may result in a delay in payment;
- (b) ensure that the run sheet includes Vehicle movements for each engagement and the time and location of any rest breaks;
- (c) take all reasonable steps to co-operate with any audit AirRoad may conduct of the Subcontractor's submitted documents, to ensure compliance with any obligation required by law;
- (d) ensure all Approved Drivers, as required, carry and complete a work diary as required by applicable law in providing the Services, and
- (e) take all reasonable steps to co-operate with any audit AirRoad may conduct of a work diary to ensure compliance with any applicable law.

18.3 Any failure to comply with any applicable law or to co-operate with an audit by AirRoad may result in the termination of this Agreement.

19 AIRROAD REQUIREMENTS

SUBCONTRACTOR TO CARRY OUT REASONABLE REQUESTS

19.1 The Subcontractor must comply with all reasonable requests of AirRoad in connection with the provision of the Services, including but not limited to scanning of goods, pickup, loading, restraint, carriage, unloading and delivery of goods.

AVAILABILITY

- 19.1 Unless the Subcontractor has provided reasonable notice to AirRoad that they will be unavailable, the Subcontractor is expected to be available to provide Services each time an Offer is made.
- 19.2 AirRoad makes no guarantee that work or runs will be held or reserved for the Subcontractor for any period longer than 4 weeks.

WEEKENDS AND PUBLIC HOLIDAYS

- 19.3 Unless agreed otherwise, the Subcontractor is not required to be available to provide the Services on a weekend or public holiday in the State or Territory where the work is to be completed.

CARE AND DELIVERY OF GOODS

- 19.4 The Subcontractor must take all reasonable steps to ensure that any goods transported by it are delivered to the Consignee complete, undamaged and accompanied by any required documentation.
- 19.5 The Subcontractor must scan all items which are loaded onto, or off their vehicle.
- 19.6 The Subcontractor must report any shortage or damage to goods to AirRoad as soon as possible.
- 19.7 The Subcontractor must obtain duly authorised written proof of delivery from the Consignee at the time of delivery and provide it to AirRoad upon return to the depot on the same day.
- 19.8 The Subcontractor indemnifies AirRoad with respect to any loss or damage as a result of the Subcontractor failing to provide proof of delivery to AirRoad and agrees that AirRoad is not liable to make payment to Subcontractor for the provision of the Services relating to a particular engagement if no proof of delivery is supplied.
- 19.9 If a delivery cannot be completed for any reason, the Subcontractor must return the goods to the relevant AirRoad depot, along with any relevant paperwork and provide sufficient written reasons as to why the work was not completed.

BUSINESS INTERESTS OF AIRROAD

- 19.10 The Subcontractor must, at all times in providing the Services, use its best efforts to protect and advance AirRoad's business interests.

20 RESTRAINTS

- 20.1 In consideration of the benefits available to it under this Agreement, the Subcontractor, agrees to the following while the Agreement continues in operation (the **Term**):
- (a) not to engage in other work which does or is likely to adversely affect the provision of the Services, or conflicts with or is likely to conflict with any of the Subcontractor's obligations under this Agreement;
 - (b) if AirRoad Livery is displayed on the Subcontractor's Vehicle, the Subcontractor must not use the Subcontractor's Vehicle to provide services that are the same or similar to the Services without AirRoad's written permission;
 - (c) it becomes aware of any conflict between its obligations under this Agreement and any other work it has been offered or is undertaking for a third party, it must inform AirRoad

immediately and take all steps as reasonably agreed with AirRoad to resolve the conflict as quickly as possible;

(d) not, as a sole trader, partner, manager, employee, director, consultant, advisor, shareholder, unit holder, trustee or in any other capacity on its own behalf or with or on behalf of any other entity, directly or indirectly, do any of the following:

- i. interfere with, disrupt or attempt to disrupt the relationship, contractual or otherwise, between AirRoad and any Customer of, or contractor or other supplier to AirRoad; or
- ii. induce or solicit any employee, contractor or agent of AirRoad or any of its related bodies corporate, with whom the Subcontractor has had business dealings during the Term, to reduce or cease their business dealings with, or terminate their business relationship with AirRoad or its related body corporate.

20.2 The Subcontractor must not at any time during the Term and for six months of ceasing to provide the Services or the termination of this Agreement for any reason and however it occurs, solicit or accept work from any Customer of AirRoad on whose behalf it provided the Services at any time in the 12-month period ending immediately before termination of this Agreement took effect.

21 CONFIDENTIAL INFORMATION

21.1 The Subcontractor must not, and it must ensure its personnel engaged in providing the Services including any Approved Driver do not, directly or indirectly, make use of any Confidential Information concerning AirRoad or its Customers for any purpose other than providing the Services, either during this Agreement or after its termination, without the express written permission of AirRoad, or as required by law.

21.2 The Subcontractor acknowledges and agrees that:

- (a) AirRoad is and shall at all times be the sole owner of the Confidential Information;
- (b) the Confidential Information is secret and confidential; and
- (c) the Subcontractor has an obligation of confidence in respect of the Confidential Information and any unauthorised use or disclosure of the Confidential Information may cause AirRoad irreparable harm.

21.3 Confidential information does not include information which is, or becomes, available in the public domain in any way other than due to a breach of this clause.

21.4 The Subcontractor and any Approved Driver must not, without AirRoad's prior written consent, publish or disclose any information concerning the business, transactions or affairs of AirRoad, unless such publication or disclosure is made in the normal course of providing the Services.

21.5 Upon expiry or termination of this Agreement or at any earlier time if required by AirRoad, the Subcontractor must immediately deliver up to AirRoad, or with the prior written permission of AirRoad destroy in accordance with the directions of AirRoad, all Confidential Information in its possession, custody or control.

21.6 The obligations set out in this clause 21 shall continue in force notwithstanding expiry or termination of this Agreement for any reason or the destruction or delivery up of the Confidential Information.

21.7 The Subcontractor acknowledges that:

- (a) a breach of this clause 21 by the Subcontractor would be harmful to the business of AirRoad;
- (b) monetary damages alone would not be a sufficient remedy for the breach; and
- (c) in addition to any other remedy which may be available in law or equity, AirRoad is entitled to seek interim, interlocutory and permanent injunctions or any of them to prevent the breach.

22 TRAINING

- 22.1 AirRoad may provide training to the Subcontractor or its personnel. If training is arranged outside normal business days/hours, AirRoad is under no obligation to pay the Subcontractor or any of its personnel for time spent in any such training session.
- 22.2 The Subcontractor must ensure it and its personnel engaged in providing the Services keep up to date with changes in relevant laws or requirements relating to the provision of the Services.

23 PALLET CONTROL

- 23.1 The Subcontractor is required to maintain appropriate pallet control documents when providing the Services.
- 23.2 If the Subcontractor cannot account for pallets loaded onto a Vehicle, AirRoad may charge the Subcontractor the replacement cost of any pallet unaccounted for or deduct an amount equal to that cost from monies otherwise payable to the Subcontractor. Deduction methodology will be as reasonably agreed between AirRoad and the Subcontractor.

24 DELAYS AND BREAKDOWNS

- 24.1 If the Subcontractor is significantly delayed when providing the Services for any reason, it must notify AirRoad immediately of the delay, the reason for the delay and the anticipated length of the delay.
- 24.2 In the event that a Subcontractor is unable to complete delivery in accordance with any Offer for any reason, including but not limited to a breakdown, accident or other unforeseen circumstance outside AirRoad's control, AirRoad may, at its discretion, arrange for an alternative vehicle to collect the goods and complete delivery. Unless agreed in writing otherwise and, as far as the law allows, the Subcontractor will not be entitled to payment for the delivery of these goods.

25 INCIDENT REPORTING

- 25.1 All incidents involving damage to goods, equipment or property must be reported immediately by the Subcontractor to AirRoad.
- 25.2 All incidents involving injury to any person or damage to a Vehicle arising as a result of the provision of the Services, must be reported by the Subcontractor to AirRoad immediately.
- 25.3 Notification may be either verbal or in writing (email, text message or handwritten).

26 DISPUTE RESOLUTION

Any dispute arising under this Agreement will be dealt with in compliance with section 26 of the Determination (Disputes Procedure).

27 TERMINATION

- 27.1 Subject to compliance with any relevant law and without limiting the operation of clause 25.2, either party may terminate this Agreement at any time by providing the other party with at least 30 days written notice.
- 27.2 AirRoad may terminate this Agreement immediately and without prior notice of termination, if the Subcontractor or any Approved Driver commits or causes a serious or repeated breach of this Agreement or engages in other conduct likely to damage AirRoad or its business or bring it into disrepute.
- 27.3 Without limiting the generality of clause 27.2, examples of a serious breach or relevant conduct include, but are not limited to:
- a) a breach of any material term of this Agreement;
 - b) falsification of documents including a run sheet or other documentation providing evidence of time and proof of delivery information;
 - c) disclosure of confidential information;
 - d) dishonesty or reckless behaviour;
 - e) conviction of or charge with any criminal offence involving a serious allegation of violence or dishonesty;
 - f) an Approved Driver being in breach of AirRoads Drug and Alcohol Policy;
 - g) committing any act of insolvency or bankruptcy or being declared bankrupt or insolvent;
 - h) theft or larceny;
 - i) using cash provided to the Subcontractor for any purpose other than that for which it was intended;
 - j) engaging in any form of unlawful discrimination, harassment or bullying;
 - k) assaulting or making threats of violence;
 - l) deliberately or recklessly engaging in misleading or deceptive conduct;
 - m) being in possession of illegal weapons;
 - n) causing wilful or reckless damage to any person or property;
 - o) serious or deliberate breach of AirRoad's policies or procedures;
 - p) repeatedly failing to obtain proof of delivery at the time of delivery or failure or refusal to take reasonable steps to obtain proof of delivery;
 - q) defamation;
 - r) conversion or detention of Customer or AirRoad's goods without express, written authority;
 - s) failure to comply with Safety Legislation, or Chain of Responsibility requirements;
 - t) refusing to carry out lawful and reasonable instructions.
- 27.4 Without limitation to clauses 27.2 and 27.3 above, AirRoad may terminate this Agreement by giving not less than one (1) months written notice to the Subcontractor if AirRoad experiences consistently poor service from the Subcontractor, where poor service is defined as:
- (i) a failure to satisfy AirRoad 's requests for information;
 - (ii) a failure to comply with AirRoad's reasonable instructions;
 - (iii) a failure to provide consistent levels of service; or
 - (v) frequent errors caused by inadequately or insufficiently trained Representatives, or excessive Representative turnover.

28 CONSEQUENCES ON EXPIRY OR TERMINATION

- 28.1 Upon expiry or termination of this Agreement, the Subcontractor must:

(a) immediately deliver up to AirRoad, at its own cost and expense, all documents and other materials which have been supplied to the Subcontractor by AirRoad or its Representatives and must certify to AirRoad that no copies have been retained;

(b) immediately deliver up to AirRoad, all equipment and property of AirRoad in the same condition as when the equipment and property was provided, fair wear and tear excepted;

(c) immediately deliver up to AirRoad all AirRoad branding, including painting out of logos and/or removing of brand stickers; and

(d) refer any Customer inquiries to AirRoad or a third party nominated by AirRoad.

28.2 The Subcontractor may recover from AirRoad all monies paid for Services that were performed up to the date of expiry or termination of the Agreement, however final payment will be withheld until all AirRoad-owned property has been returned in accordance with clause 28.1 above, or deducted from any amount otherwise owing to the Subcontractor.

28.3 The expiry or termination of this Agreement shall not affect any pre-existing rights or obligations of the parties.

29 FORCE MAJUERE

A party is not liable for failure to perform, or delay in performing, an obligation under this Agreement if the failure or delay arose from a Force Majeure Event, the party took all reasonable precautions against the Force Majeure Event and used its reasonable endeavours to mitigate its consequences and the party gave the other party notice of the Force Majeure Event as soon as practicable after becoming aware of it. For the duration of the Force Majeure Event, the performance or fulfilment by either party of any obligation or condition required by this Agreement shall be suspended, for such time and only to the extent necessary for the cause of non-performance or non-fulfilment to be remedied, abated or removed. The parties shall resume the obligations of this Agreement promptly on termination or abatement of the Force Majeure Event.

30 TITLE

30.1 The Subcontractor is responsible for the Goods at all times during the provision of the Services.

30.2 All right, title and property in the Goods will, at all times, remain with AirRoad, the relevant AirRoad Customer or third party as the legal and equitable owner of the Goods.

30.3 The Subcontractor acknowledges and agrees that while the Goods are in its possession or under its control, it has no ownership of, property, right, title or interest in any Goods, and that it, and its Representatives hold all Goods as mere bailees and on behalf of AirRoad, the relevant AirRoad Customer or third-party owner.

30.4 The Subcontractor must not create or allow to come into existence any encumbrance or Security Interest which affects the Goods.

31 GOODWILL

31.1 Under no circumstances may the Subcontractor:

- (a) dispose of any Vehicle used for the provision of the Services with any guarantee of continuity of work with AirRoad or implied acceptance by AirRoad of the transaction;

- (b) sell, or offer to sell, the rights under, or in connection with, this or any future Agreement in consideration of receiving Goodwill;
- (c) claim a right to introduce any new Subcontractor to AirRoad; or
- (d) make any representation to any person, whether written or verbal, implied or direct, that the Subcontractor has the right to do any of the above things.

31.2 Before selling any vehicle used for the provision of the Services, the Subcontractor must make the purchaser aware of the terms of this clause 31, Goodwill.

32 AUDIT

32.1 At any time during the Term and for a period of 12 months after the termination or prior expiration of this Agreement,

- (i) AirRoad may, at its own cost, conduct an audit of the Records;
- (ii) AirRoad will be allowed to access to the Subcontractor's premises; and
- (iii) AirRoad will be allowed to meet and speak with the Subcontractor's officers, employees and Contractors;

to assess whether the Subcontractor is complying or has complied with its obligations under this Agreement.

32.2 Within five Business Days of receipt of a notice from AirRoad requesting access to the Subcontractor premises for the purposes set out under clause 32.1, the Subcontractor must provide AirRoad's Representatives with reasonable access during normal business hours to the Subcontractor's premises for the purpose of carrying out the audit.

32.3 The Subcontractor must (and must ensure that its officers, employees and Contractors) cooperate fully with AirRoad's Representatives in carrying out the audit and the assessments referred to in clause 32.1 including by instructing its officers, employees and Contractors who or have been engaged providing the Services to speak openly and frankly with AirRoad's Representatives on all matters in relation to the Services.

32.4 For the avoidance of doubt, and without any limitation to AirRoad's rights under this Agreement, the Subcontractor must upon request provide to AirRoad's Representatives all GPS or related systems tracking data which relate to, arise out of or are connected with the Services under this Agreement, including any subcontracts.

32.5 If the audit discloses that the Subcontractor has not complied with its obligations under this Agreement, the Subcontractor must pay, or reimburse AirRoad for the costs of the audit.

32.6 AirRoad has the right to request copies of Toll invoices to validate any AirRoad related Toll trips.

33 SERVICE PROVIDER'S REPRESENTATIVES

33.1 AirRoad has no responsibility to the Subcontractor or to the Subcontractor's Representatives in respect of any remuneration, taxation instalments, worker's compensation, superannuation, annual leave, sick leave, long service leave, public holidays, redundancy payments or any other similar benefits or entitlements under any industrial Agreement, determination, Contract or law.

33.2 The Subcontractor must comply with all obligations relating to payment of tax instalment deductions, PAYG, fringe benefits tax, superannuation, payroll tax, and any other taxes or levies

imposed on any employer which arise in respect of any amounts paid to the Subcontractor under this Agreement and must comply with all requirements imposed on an employer under relevant legislation to keep records, lodge returns and provide information in relation to such obligations. The Subcontractor must provide to AirRoad, upon request, proof that these obligations have been complied with.

34 ACCESS TO AIRROAD PREMISES

34.1 AirRoad may provide the Subcontractor and its Representatives with access to its premises to enable the Subcontractor and its Representatives to provide the Services under this Agreement. The Subcontractor and its Representatives:

- (a) may only gain access to and enter and remain on AirRoad premises for the purposes of providing the Services or as directed by AirRoad or the controller of the premises;
- (b) must use the entrances and exits which AirRoad nominates to enter and leave AirRoad's premises;
- (c) must ensure that where the AirRoad premises allow drivers to load/unload, that its Representatives have valid forklift licences and have received the necessary induction training in respect of the use of the forklifts at the relevant premises, before undertaking any loading/unloading at such premises;
- (d) must provide training to all Representatives performing work at any AirRoad premises in accordance with AirRoad procedures, as notified by AirRoad to the Subcontractor from time to time, and must ensure that its Representatives attend any induction or training required by AirRoad from time to time;
- (e) must not and must ensure that its Representatives do not, in providing the Services, disrupt any activities on the premises; and
- (f) must and must ensure that its Representatives:
 - (i) take all measures necessary to protect people and property;
 - (ii) avoid unnecessary interference with the passage of people and vehicles;
 - (iii) comply with all reasonable directions of AirRoad or the controller of the premises with respect to parking vehicles on or around the premises; and
 - (iv) prevent nuisance and unnecessary noise and disturbance.

34.2 The Subcontractor acknowledges that any Vehicle used in the provision of Services must not be kept or stored on AirRoad premises for any period longer than 5 consecutive days.

35 INDEMNITY

35.1 The Subcontractor is solely responsible for, and holds AirRoad fully indemnified against any loss of any kind whatsoever (whether arising in Contract, tort (including negligence), indemnity, strict liability, breach of warranty, pursuant to statute or otherwise) arising out of or in connection with:

- (a) any loss or damage to AirRoad's Equipment or Customer Equipment caused during the provision of Services;
- (b) all claims by the Consignor, Customer or any other person whatsoever (including its own Subcontractors, workers, employees and agents) for injury to person or death or damage to property caused by or in connection with the use of the Vehicle, or AirRoad's Equipment or Customer Equipment or the failure to deliver the goods in accordance with this Agreement and in respect of all costs and charges, whether arising under statute or common Law;

- (c) all reasonable costs and charges incurred arising from the recovery of all, or part of the goods carried in providing the Services, and any AirRoad's Equipment or Customer Equipment in the event of an accident, roll-over or failure to deliver by the Subcontractor; and
- (d) any claim by Subcontractor personnel for Employment Benefits for work involved in the provision of the Services, including any claim in respect breach of general protections, unlawful discrimination, wrongful dismissal, notice of termination, payment of wages, redundancy pay, superannuation and leave entitlements or other statutory benefit.

35.2 The indemnities contained in this clause shall be effective regardless of whether the loss, damage or injury arises from any negligence, wilful misconduct or an act or omission to act on the part of the Subcontractor or its personnel.

35.3 Each indemnity contained in this Agreement is a continuing obligation, independent from a party's other obligations and survives the termination or expiry of this Agreement. It is not necessary for a party to incur expense or make payment before enforcing a right of indemnity under this Agreement.

36 ENTIRE AGREEMENT AND VARIATION

36.1 This Agreement constitutes the entire Agreement between the parties.

36.2 This Agreement may be executed in any number of counterparts, each of which is deemed to be an original and all of which constitute one and the same instrument.

36.3 The terms and conditions in this Agreement govern the relationship between the parties and are deemed to be incorporated in all Contracts for the provision of Services between AirRoad and the Subcontractor. If part of all of any provision of this contract are unenforceable, illegal or contravene the terms and conditions of the Determination, it may be severed from this contract and the remaining provisions remain in force.

36.4 The terms of the Agreement cannot be waived or varied unless the parties agree in writing.

36.5 The obligations of the Subcontractor under this Agreement cannot be assigned, charged or otherwise dealt with, without the prior written consent of AirRoad.

36.6 A waiver of any right by a party on one occasion does not oblige the party to agree to any further waiver on a subsequent occasion.

36.7 Both parties have entered into this Agreement without relying on any representation by the other party, or any person purporting to represent that party.

37 MISCELLANEOUS

37.1 Except as otherwise agreed by the parties in writing, each party must pay its own costs in relation to preparing, negotiating and executing this Agreement and any document related to this Agreement.

37.2 This Agreement is governed by the laws of the State or Territory where work will be carried out. The parties submit to the non-exclusive jurisdiction of the courts of that State or Territory.

37.3 Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction will be effective in that jurisdiction to the extent of the prohibition or unenforceability and will not invalidate the remaining provisions of this Agreement nor affect the validity or enforceability of that provision in any other jurisdiction.

SIGNED BY THE PARTIES

SIGNED for and on behalf of)
AIRROAD PTY LIMITED)
ABN 81 002 955 419)

Signature of Authorised Representative	Name of Authorised Representative (BLOCK LETTERS)	Date:
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SIGNED for and on behalf of)
AAMIR PTY LTD)
ABN 87 632 729 296)

Signature of Authorised Representative	Name of Authorised Representative (BLOCK LETTERS)	Date:
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SIGNED for and on behalf of)
ADOM TRANSPORT PTY LTD)
ABN 71 107 677 056)

Signature of Authorised Representative	Name of Authorised Representative (BLOCK LETTERS)	Date:
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SIGNED for and on behalf of)
BACSON PTY LTD)
ABN 45 602 605 569)

Signature of Authorised
Representative

Name of Authorised Representative
(BLOCK LETTERS)

Date:

SIGNED for and on behalf of)
BIDLAN TRANSPORT PTY LTD ABN)
56 668 278 475)

Signature of Authorised
Representative

Name of Authorised Representative
(BLOCK LETTERS)

Date:

SIGNED for and on behalf of)
CGN DEMARCHI TRANSPORT PTY)
LTD)
ABN 56 607 520 267

Signature of Authorised
Representative

Name of Authorised Representative
(BLOCK LETTERS)

Date:

SIGNED for and on behalf of)
CHHABRA LOGISTICS)
ABN 18 668 302 092)

Signature of Authorised
Representative

Name of Authorised Representative
(BLOCK LETTERS)

Date:

SIGNED for and on behalf of)
CNP TRANSPORT PTY LTD)
ABN 56 109 904 494)

Signature of Authorised
Representative

Name of Authorised Representative
(BLOCK LETTERS)

Date:

SIGNED for and on behalf of)
DIEP TUAN VU PTY LTD)
ABN 39 121 276 364)

Signature of Authorised
Representative

Name of Authorised Representative
(BLOCK LETTERS)

Date:

SIGNED for and on behalf of)
DLC HAULAGE PTY LTD)
ABN 95 098 158 055)

Signature of Authorised
Representative

Name of Authorised Representative
(BLOCK LETTERS)

Date:

SIGNED for and on behalf of)
DUC CUONG PTY LTD)
ABN 97 625 340 883)

Signature of Authorised
Representative

Name of Authorised Representative
(BLOCK LETTERS)

Date:

SIGNED for and on behalf of)
ELOSTA TRANSPORT PTY LTD)
ABN 49 623 173 491)

Signature of Authorised
Representative

Name of Authorised Representative
(BLOCK LETTERS)

Date:

SIGNED for and on behalf of)
FADZO PTY LTD)
ABN 94 65 8910 537)

Signature of Authorised
Representative

Name of Authorised Representative
(BLOCK LETTERS)

Date:

SIGNED for and on behalf of)
GRAHAM TANG TRADE)
COMPANY P/L)
ABN 95 114 778 871)

Signature of Authorised
Representative

Name of Authorised Representative
(BLOCK LETTERS)

Date:

SIGNED for and on behalf of)
HARGUN METTLA PTY LTD)
ABN 46 603 135 244)

Signature of Authorised
Representative

Name of Authorised Representative
(BLOCK LETTERS)

Date:

SIGNED for and on behalf of)
HENRY EXPRESS PTY LTD)
ABN 93 082 563 979)

Signature of Authorised
Representative

Name of Authorised Representative
(BLOCK LETTERS)

Date:

SIGNED for and on behalf of)
IBROX XPRESS PTY LTD)
ABN 47 106 912 681)

Signature of Authorised
Representative

Name of Authorised Representative
(BLOCK LETTERS)

Date:

SIGNED for and on behalf of)
J & R CHIDIAC TRANSPORT P/L)
ABN 74 099 357 150)

Signature of Authorised
Representative

Name of Authorised Representative
(BLOCK LETTERS)

Date:

SIGNED for and on behalf of)
JALANT PTY LTD)
ABN 27 134 925 269)

Signature of Authorised
Representative

Name of Authorised Representative
(BLOCK LETTERS)

Date:

SIGNED for and on behalf of)
JORAY & CO PTY LTD)
ABN 11 098 631 933)

Signature of Authorised
Representative

Name of Authorised Representative
(BLOCK LETTERS)

Date:

SIGNED for and on behalf of)
KHALIL TRANSPORT)
ABN 68 641 092 391)

Signature of Authorised
Representative

Name of Authorised Representative
(BLOCK LETTERS)

Date:

SIGNED for and on behalf of)
KHALIL TRANSPORT SERVICE P/L)
ABN 26 153 115 354)

Signature of Authorised
Representative

Name of Authorised Representative
(BLOCK LETTERS)

Date:

SIGNED for and on behalf of)
KIMLYN TRANSPORT PTY LTD)
ABN 60 225 218 742)

Signature of Authorised
Representative

Name of Authorised Representative
(BLOCK LETTERS)

Date:

SIGNED for and on behalf of)
LONG STAR TRANSPORT PTY LTD)
ABN 75 628 911 286)

Signature of Authorised
Representative

Name of Authorised Representative
(BLOCK LETTERS)

Date:

SIGNED for and on behalf of)
MWL TRANSPORT)
ABN 85 613 439 062)

Signature of Authorised
Representative

Name of Authorised Representative
(BLOCK LETTERS)

Date:

SIGNED for and on behalf of)
N.A.G TRANSPORT PTY LTD)
ABN 93 128 910 047)

Signature of Authorised
Representative

Name of Authorised Representative
(BLOCK LETTERS)

Date:

SIGNED for and on behalf of)
NBA TRANSPORT PTY LTD)
ABN 28 636 978 713)

Signature of Authorised
Representative

Name of Authorised Representative
(BLOCK LETTERS)

Date:

SIGNED for and on behalf of)
ONKAR AUSTRALIA PTY LT)
ABN 33 142 068 611)

Signature of Authorised
Representative

Name of Authorised Representative
(BLOCK LETTERS)

Date:

SIGNED for and on behalf of)
R & S ENTERPRISES NSW PTY LTD)
ABN 43 904 785 775)

Signature of Authorised
Representative

Name of Authorised Representative
(BLOCK LETTERS)

Date:

SIGNED for and on behalf of)
RANMER PTY LTD)
ABN 77 098 283 599)

Signature of Authorised
Representative

Name of Authorised Representative
(BLOCK LETTERS)

Date:

SIGNED for and on behalf of)
S N VO PTY LTD)
ABN 61 104 906 363)

Signature of Authorised
Representative

Name of Authorised Representative
(BLOCK LETTERS)

Date:

SIGNED for and on behalf of)
SAMAYRA TRANSPORT)
ABN 20 668 166 096)

Signature of Authorised
Representative

Name of Authorised Representative
(BLOCK LETTERS)

Date:

SIGNED for and on behalf of)
SANVI GOLDSTAR PTY LTD)
ABN 68 625 261 378)

Signature of Authorised
Representative

Name of Authorised Representative
(BLOCK LETTERS)

Date:

SIGNED for and on behalf of)
SHAZ AND LE PTY LTD)
ABN 65 111 482 323)

Signature of Authorised
Representative

Name of Authorised Representative
(BLOCK LETTERS)

Date:

SIGNED for and on behalf of)
TJAYM HOLDINGS P/L)
ABN 39 621 410 811)

Signature of Authorised
Representative

Name of Authorised Representative
(BLOCK LETTERS)

Date:

SIGNED for and on behalf of)
TNS ENFORCE PTY LTD)
ABN 22 143 862 355)

Signature of Authorised
Representative

Name of Authorised Representative
(BLOCK LETTERS)

Date:

SIGNED for and on behalf of)
V T TRANSPORT P/L)
ABN 79 112 916 971)

Signature of Authorised
Representative

Name of Authorised Representative
(BLOCK LETTERS)

Date:

SIGNED for and on behalf of)
WPS TRANSPORT)
ABN 32 128 141 088)

Signature of Authorised
Representative

Name of Authorised Representative
(BLOCK LETTERS)

Date:

SCHEDULE 1

Item 1 TERM

This Agreement commences on [date] and will remain in effect for an initial term of (2) two years (“Initial Term”) unless terminated in accordance with the provisions of Clause 27 of this Agreement. Thereafter, the parties may mutually agree to extend the Initial Term for a further (1) one year.

Item 2 PARTIES TO THE CONTRACT

AIRROAD CONTACT DETAILS

Company name: AirRoad Pty Limited
ABN or ACN number: 81 002 955 419
Main contact person: xxx
Phone number (business): 02 9741 0300
Email address:
Address for the service of notices: Choose an item.

SUBCONTRACTOR DETAILS

Company name:
ABN or ACN number:
Main contact person:
Phone number (business):
Phone number (mobile):
Email address:
Address for the service of notices:

Item 3 VEHICLE AND EQUIPMENT DETAILS PROVIDED FOR THE PROVISION OF SERVICES

Note: Where space is available, AirRoad will provide truck parking for Subcontractors who do not take their truck home.

VEHICLE DETAILS

Registration number:
Vehicle type: ☐ Van ☐ Rigid ☐ Prime mover
Payload:
Pallet spaces:
Taillift: ☐ Yes ☐ No
Pallet jack: ☐ Yes ☐ No

Details of any other equipment provided:

VEHICLE DETAILS

Registration number:

Vehicle type:

☐ Van ☐ Rigid ☐ Prime mover

Payload:

Pallet spaces:

Taillift:

☐ Yes ☐ No

Pallet jack:

☐ Yes ☐ No

Details of any other equipment provided:

Item 4 MINIMUM WORKING HOURS (COMPULSORY FOR VIC CONTRACTS ONLY)

Per day: (including required rest breaks)

Per week: (including required rest breaks)

Note: Minimum hours do not apply when the Subcontractor has advised AirRoad that they will not be available to provide Services, or if the Subcontractor has requested a shorter working day.

Item 5 RATES AND PAYMENTS

Payments to subcontractors are processed weekly for work completed the previous week.
The rates listed in the below table do not include GST or fuel levy.

Rates include allowances for all insurances and expenses incurred the Subcontractor in the provision of the Services, including (but not limited to) motor vehicle, public liability and superannuation.

AirRoad agrees to increase the rates listed in the table below by 1.5% at the start of the first year of this Agreement, and by a further 1.5% at the start of the second year of this Agreement.

Fuel levy payments will be listed separately on the payment remittance and is applied to KMs travelled only.

On a regular basis, AirRoad will ascertain the current average diesel price and calculate by multiplying the percentage increase from the benchmark price to the current price, and in accordance with the National Retail Diesel Prices published by the Australian Institute of Petroleum. The fuel levy percentage for the payment period will be displayed on Subcontractor payment summaries.

10% GST will be paid on top of gross earnings.

Subcontractors will receive the maximum weekly cap, subject to the following conditions:

- Vehicle(s) are presented to a standard acceptable to the General Manager. Deductions from the weekly rate may be applied if the required standard is not maintained.
- All allocated pickups and deliveries are completed.
- Subcontractor is available to provide the Services between 6:30am and 5pm on each working day.

In the event that a Subcontractor requests a finish time prior to 4:30pm, a deduction from the daily pro-rata amount payable will be applied at a rate of \$60 per hour, calculated in 15-minute increments. This deduction does not apply in the event that AirRoad does not have sufficient work to allocate to the Subcontractor for that particular working day.

VEHICLE TYPE	WEEKLY RATE (\$)	DAILY PRO RATA RATE (\$)	ADDITIONAL WEEKDAY HOURS (HOURS WORKED AFTER 5PM)
Van	\$2,454.55	\$490.91	\$60 per hour, paid in increments of 15 minutes. Payment of additional hours must be approved by an Operations Manager.
6 pallet rigid	\$2,727.27	\$545.45	
8 pallet rigid	\$3,000.00	\$600.00	
10 pallet rigid	\$3,300.00	\$660.00	
Bulk or trailer	Minimum rates payable will be as per entitlements under the Determination. At the time of signing this agreement, if the Subcontractor is receiving rates above the Determination, those rates will continue to be applied.		

BONUS PAYMENT (DECEMBER QUARTER)	
Each vehicle supplied by the Subcontractor to provide Services between the first business day in October after the end of the NSW school holidays, and the last working day before Christmas will be eligible for a bonus payment, subject to the following conditions:	
AMOUNT PAYABLE	CONDITIONS
\$2,500.00	No business days off.
\$2,000.00	One day off (not being the first or last day of any week).
\$1,750.00	One day off (being the first or last day of any week).
\$1,000.00	Two days off (both being the first or last day of any week).
\$1,250.00	Two days off (one being the first or last day of any week).
\$1,500.00	Two days off (neither being the first or last day of any week).
\$1,000.00	Three full or part days off, none being the first or last business day of the week.
\$750.00	Three full or part days off, one being the first or last business day of the week.
\$500.00	Three full or part days off, two being the first or last business day of the week.
\$250.00	Three full or part days off, three being the first or last business day of the week.
\$0.00	Four business days off.

BONUS PAYMENT (MAY/JUNE/SEPTEMBER QUARTERS)	
Each vehicle supplied by the Subcontractor to provide Services on the first and last business day of the week during the relevant quarter, will be entitled to a quarterly bonus payment. May quarter – March, April, May June quarter – June, July, August September quarter – September, October, November	
AMOUNT PAYABLE	CONDITIONS
\$0.00	2 days off.
\$500.00	One day off.
\$1,000.00	No days off.

In the event that a serious injury, illness or death involving a member of the Subcontractors immediate family or household results in the non-provision of services by the Subcontractor by no more than two days during the bonus payment period, the Subcontractor will still be eligible for the bonus for that period so long as a reasonable form of evidence is provided to support the absence. A medical certificate or statutory declaration will be acceptable forms of evidence.

Item 6 WORKERS COMPENSATION ALLOWANCE

VEHICLE TYPE	WEEKLY RATE (\$) per week
Vans or Small trucks	\$40.00
6 pallet rigid	\$40.00
8 pallet rigid	\$40.00
10 pallet rigid	\$60.00
Bulk or trailer	\$80.00