

**REGISTER OF
CONTRACT AGREEMENTS**

CONTRACT AGREEMENT NO: CA01/2

TITLE: Bartter Enterprises Pty Ltd Contract Carriers Contract Agreement
2000

I.R.C. NO: 2000/5360

DATE APPROVED/COMMENCEMENT: 29 November 2000

TERM: _____ 31 months

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 29

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to the following carriers: G&D Bennet Transport Pty Ltd, P&C Evic Transport Pty Ltd, Maderia Transport Pty Ltd, Seltom Pty Ltd, B&R Jackson Transport, Stonewill Pty Ltd, Kaleena Enterprises Pty Ltd, M&M Ristevski Pty Ltd, O K Holdings Pty Ltd, Seaisle Pty Ltd, Ian Wilson Management Pty Ltd, Rayhunt Transport, Cleaning and Transport Services Pty Ltd, Cevio Holdings Pty Ltd, K M&J E Debeck Pty Ltd, Lodalo Pty Ltd and Davjo Pty Ltd

PARTIES: Bartter Enterprise Pty Ltd -&- Transport Workers' Union of Australia, New South Wales Branch



**BARTTER ENTERPRISES
PTY LIMITED**

CONTRACT CARRIERS

**CONTRACT AGREEMENT
2000**



Bartter Enterprises Pty Limited Contract Carriers Contract Agreement 2000

Clause 1, Title

This Contract Agreement shall be known as the Bartter Enterprises Pty Limited Contract Carriers Contract Agreement 2000.

Clause 2, Parties

The parties to this Contract Agreement are the Transport Workers' Union of Australia, New South Wales Branch (TWU) and Bartter Enterprises Pty Limited.

Clause 3, Application, Persons Bound and Purpose

This Contract Agreement applies to the contract carriers named in Appendix "A" engaged by Bartter Enterprises Pty Limited in metropolitan Sydney distribution.

This Contract Agreement is binding on the parties named in clause 2 and the carriers named in Appendix "A" and any carrier to which the named carriers assign their contract in accordance with the terms of the contract.

The purpose of this Contract Agreement is to confirm the conditions of engagement of the contract carriers as set out in Appendix "B".

Clause 4, Date and Period of Operation

This Contract Agreement takes effect from the date of its making by the Industrial Relations Commission of NSW and remains in effect until 30 June 2003.

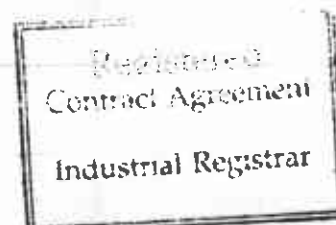
Clause 5, Conditions of Engagement

Conditions of engagement of contract carriers are as set out in Appendix "B".

Clause 6, Goodwill, Premiums and the Like

The TWU acknowledges that no goodwill, premium or like payment arises from contracts entered into by Bartter Enterprises Pty Limited and the contract carriers named in Appendix "A" or any carrier to which the named carriers assign their contract.

The TWU acknowledges that no claims will be made by or on behalf of its members for payment of goodwill, premiums or like payments.



The TWU further acknowledges that the only basis upon which the contract carriers may assign their contracts is as set out in clause 24 of Appendix "B".

Clause 7, Exclusivity

The parties confirm that this Contract Agreement and Appendix "B" wholly and exclusively regulate the engagement of the contract carriers named in Appendix "A" and represent the entire agreement between the parties and carriers bound, and no other conditions of engagement are to be implied.

SIGNED for and on behalf of the Transport)

Workers' Union of Australia, New South)

Wales Branch)



(Witness's Signature)

Alice DeBoos

(Name Printed)



(Signature)

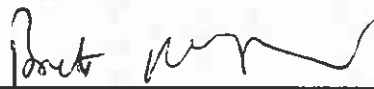
A.C. LYALL

(Name Printed)

Date: 19-10-2000

SIGNED for and on behalf of Bartter)

Enterprises Pty Limited)



(Witness's Signature)

BERT M'NAULY

(Name Printed)



(Signature)

ANDREW HENDERSON

(Name Printed)

Date: 31st October 2000



Appendix "A"

to the Bartter Enterprises Pty Limited Contract Carriers Agreement 2000

G & D Bennet Transport Pty Ltd A.C.N. 093 029 004
P & C Evic Transport Pty Ltd A.C.N. 092 402 330
Maderia Transport Pty Ltd A.C.N. 092 956 609
Seltom Pty Ltd A.C.N. 093 761 749
B & R Jackson Transport Pty Ltd A.C.N. 080 483 638
Stonewill Pty Ltd A.C.N. 089 034 864
Kaleena Enterprises Pty Ltd A.C.N. 082 750 392
M & M Ristevski Pty Ltd A.C.N. 093 670 814
O K Holdings Pty Ltd A.C.N. 073 370 653
Seaisle Pty Ltd A.C.N. 093 830 347
Ian Wilson Management Pty Ltd A.C.N. 092 302 246
Rayhunt Transport, Cleaning & Painting Services Pty Ltd A.C.N. 092 536 975
Cevio Holdings Pty Ltd A.C.N. 002 865 385
K M & J E Debeck Pty Ltd A.C.N. 001 842 922
Lodalo Pty Ltd A.C.N. 612 085 305
Davjo Pty Ltd A.C.N. 080 190 245



Appendix "B"
to the Bartter Enterprises Pty Limited
Contract Carriers Contract Agreement 2000

BARTTER ENTERPRISES PTY LTD
ACN 000 451 374

NSW OPERATIONS

ACN

TRANSPORT AND DISTRIBUTION AGREEMENT



TRANSPORT AND DISTRIBUTION AGREEMENT

DATE:

(insert date)

PARTIES:

Bartter Enterprises Pty Ltd (ACN 000 451 374) of McWilliams Road, Hanwood, New South Wales ("the Company")

and

(ACN) of
New South Wales ("the Contractor")

RECITALS:

1. The Company operates an integrated poultry business producing chicken and turkey products, including eggs, egg products, fresh and frozen meat and related products; and distributes those products to its customers and distributors;
2. The Company has requested the Contractor to provide specific transport and distribution services as set out in this agreement; and
3. The Contractor has agreed to provide the transport and distribution services to the Company in accordance with the terms of this agreement.

THE PARTIES AGREE AND DECLARE AS FOLLOWS:



1. INTERPRETATION

In this agreement, unless the context dictates otherwise:

- (a) the singular includes the plural and vice versa;
- (b) a reference to an individual or person includes a corporation, partnership, joint venture, association, authority, trust, state or government and vice versa;
- (c) a reference to any gender includes all genders;
- (d) a reference to a recital, schedule, clause or sub-clause is to a recital, schedule, clause or sub-clause of this agreement;
- (e) a recital or schedule or description of the parties forms part of this agreement;
- (f) a reference to any agreement or document is to that agreement or document (and, where applicable, any of its provisions) as amended, novated, supplemented, or replaced from time to time;
- (g) a reference to any party to this agreement or any other document or arrangement

includes that party's executors, administrators, substitutes, successors and permitted assigns;

(h) where an expression is defined, another part of speech or grammatical form of that expression has a corresponding meaning;

(i) a reference to a time is to that time in Sydney, New South Wales;

(j) a reference to "dollars" or "\$" is to an amount in the currency of Australia;

(k) a reference to a period of time (including, without limitation, a year, a quarter, a month, a week or a day) is to a calendar period; and

(l) headings in this agreement are for convenience of reference, and do not have any effect on the interpretation of the agreement.

2. DEFINITIONS

(a) "Additional Run" means a situation where the Company requires the Contractor to return to the Starting Place and to provide Cartage Services to one or more customers who have already had a delivery on that day. "Additional Run" does not include a situation where a Contractor is required to perform Cartage Services on a different Route on the same day.

(b) "Agent" means a business acting on behalf of the Company in the provision of transport, storage or distribution services, and may include another food company.

(c) "Carrying Capacity" means the mass of the maximum load which the Motor Lorry may legally carry, as prescribed by applicable legislation.

(d) "Cartage Services" means the Contractor's provision to the Company of refrigerated transport and distribution services, including the picking up, delivery, retrieval and return of Product, including crates, pallets and boxes; and activities incidental thereto.

(e) "Company" means Barter Enterprises Pty Ltd, ACN 000 451 374, and its subsidiaries, successors and assigns.

(f) "Company's Facility" means one or more premises of the Company or its Agent or Agents. A Company's Facility may be relocated during the life of this agreement to a new site, provided that the new site is within a 40 kilometre radius of an existing site.

(g) "Contractor" means the provider of Cartage Services pursuant to this agreement; provided that no person is, except as provided for by this contract, employed by the Contractor in driving or riding on the Motor Lorry or any other Motor Lorry in the course of that business unless the person is:

(i) a director of the Contractor or a member of the family of a director of the Contractor; or



(ii) a person who, together with the members of his or her family, has a controlling interest in the Contractor; or

(iii) a member of the family of a person who, together with his or her family, has a controlling interest in the Contractor.

(h) "Driver" means the Contractor or a Contractor's Relief Driver as defined.

(i) "Driver's Worksheet" means a record of the Driver's activities, including but not limited to delivery points, times and weights; odometer and thermometer readings; records of pallet and crate transfers; invoice and cash or cheque collection details; and any other information that the Company may from time to time require.

(j) "Goods and Services Tax ("GST")" means a tax on goods and services imposed by legislation enacted by the Commonwealth of Australia.

(k) "Industrial Action" has the same meaning as defined in the Industrial Relations Act (1996) NSW, as necessarily amended to relate to the Company and Driver rather than "employer" and "employee".

(l) "Misconduct" means any action or omission of the Driver which is not acceptable to the Company, and includes, but is not limited to theft, assault, falsification of documents, dishonesty, verbal abuse, violence or the consumption of alcohol or other illegal drugs during or immediately before the commencement of duty.

(m) "Motor Lorry" means a refrigerated Motor Lorry specified and maintained in accordance with Clause 18 and Schedule 1 of this agreement.

(n) "Pallet" means a storage pallet, which when loaded does not exceed the following specifications:

(i) 1170 square millimetres at the base;

(ii) 1200 millimetres in height; and

(iii) 950 kilograms in weight.

(o) "Product" means frozen, chilled and fresh food products packaged in cartons, crates, totes or bins; hand stacked or on pallets; and may include products of manufacturers other than the Company, including advertising and point-of-sale material.

(p) "Relief Driver" means a Driver engaged by the Contractor and approved by the Company in order to fulfill the Contractor's obligations pursuant to this agreement whilst the Contractor is on annual, long service or sick leave; or on weekends or public holidays.

(q) "Roster" means the specific times and days on which the Driver must be available for work.

(r) "Route" means the list of delivery points determined by the Company and the sequence in which they are to be ordered; and includes any special instructions or



procedures associated with any one delivery point.

(s) "Starting Place" means that Company Facility where the Driver is instructed by the Company to commence work.

3. TERM OF AGREEMENT

This agreement shall come into force on 1 April 2000, and expire on 31 March 2007, unless terminated in accordance with clause 25 or clause 26 of this agreement. The Company and the Contractor will meet not less than six months prior to the date of expiry to discuss the relationship of the parties (if any) after the expiry of the term. Each party acknowledges that neither party is under any obligation to extend the term or to enter into any agreement replacing this agreement.

4. CONFLICTS OF INTEREST AND OTHER EMPLOYMENT

The Contractor may not engage in any activity as an employee, contractor or consultant where that activity is in competition with the Company or the Company's customers.

5. AREA OF OPERATION

The Contractor is obliged to provide the Cartage Services from the Starting Place to nominated destinations which fall within a 100 kilometre radius of the Starting Place.

6. HOURS AND DAYS OF WORK

The Contractor is required to provide the Cartage Services on any six consecutive days and at the hours required by the Roster and the specified Route.

7. MEAL BREAK

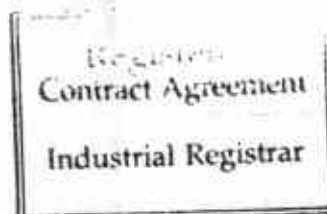
The Driver is required to take an unpaid meal break of 30 minutes' duration on each day on which Cartage Services are provided.

8. SUNDAY WORK

(a) For the purposes of this clause, "Sunday Work" means work that commences after midnight on Saturday, and before midnight on Sunday.

(b) Where the Contractor's ordinary roster requires Sunday Work, the applicable rate of remuneration shall be increased by 25% for that day's work. The Contractor's ordinary roster will not include more than 3 Sundays in any one month.

(c) Where the Contractor is required for Sunday Work, and that work falls outside the six day period referred to at Clause 6, the applicable rate of remuneration will be increased by 40%. This rate is in recognition of the costs involved in the Contractor engaging a Relief Driver.



(d) The minimum payment for Sunday work shall be not less than as for 5,000 kilograms.

9. PUBLIC HOLIDAY WORK

(a) For the purposes of this clause, "Public Holiday Work" means work that commences after midnight on any whole day gazetted as a public holiday by the NSW State Government, and before midnight on the following day.

(b) Where the Contractor's ordinary roster requires Public Holiday Work, no additional remuneration shall be payable.

(c) Where the Contractor is required for Public Holiday Work, and that work falls outside the six day period referred to at Clause 6, the applicable rate of remuneration shall be increased by 40%. This rate is in recognition of the costs involved in the Contractor engaging a Relief Driver.

(d) The minimum payment for Public Holiday work shall be not less than as for 5,000 kilograms.

10. ANNUAL LEAVE

(a) The Contractor is entitled to 4 weeks' annual leave after each twelve months' service. The payment for this leave period is included in the rates of remuneration, and no additional payment shall be made.

(b) During periods of annual leave, the Contractor is required to provide a suitable Motor Lorry and a Relief Driver in order that Cartage Services can be provided. In the event that the Contractor fails to comply with this sub-clause, and the Company incurs costs as a result of that failure, the Company shall be entitled to deduct an amount equivalent to those costs from monies owing to the Contractor.

11. SICKNESS

(a) If the Contractor is unable to attend for duty due to illness or injury, he shall advise the Company before the commencement of duty.

(b) During periods of sickness, the Contractor is required to provide a suitable Motor Lorry and a Relief Driver in order that Cartage Services can be provided. In the event that the Contractor fails to comply with this sub-clause, and the Company incurs costs as a result of that failure, the Company shall be entitled to deduct an amount equivalent to those costs from monies owing to the Contractor.

12. CONTRACTORS' GUIDELINES

The Company may from time to time issue written guidelines to Contractors. These guidelines may include Company policies and procedures, work methods, quality assurance and food safety requirements and occupational health and safety information. Drivers are required to comply with such guidelines at all times during



their engagement, provided that such guidelines do not conflict with any of the terms and conditions of this contract.

13. PERSONAL PRESENTATION AND UNIFORMS

- (a) Drivers shall present for work in the uniform provided by the Company.
- (b) The uniforms will be provided to the Driver by the Company, but shall be laundered and maintained by the Driver.
- (c) Uniforms will be replaced by the Company as required; provided that where a Driver is negligent in his care of the uniforms, the Company may deduct the costs of replacement uniforms from monies owing to the Contractor.
- (d) All uniforms shall be returned to the Company at the termination or assignment of this agreement.
- (e) Drivers must present themselves for work in a clean and well groomed fashion.

14. GENERAL OBLIGATIONS OF THE CONTRACTOR

The Contractor must at all times:

- (a) Undertake Cartage Services as directed by the Company;
- (b) Comply with all acts, ordinances, regulations and by-laws relating to the registration, insurance and general operation of the Motor Lorry;
- (c) Pay all statutory costs associated with the Motor Lorry;
- (d) Comply with the Cold Chain Code of Practice, HACCP standards and the requirements of the Meat Industry Authority of NSW;
- (e) Ensure that the refrigeration system operates effectively at all times whilst the Motor Lorry is loaded with Product;
- (f) Be responsible for and assist in the safe loading of the vehicle and the temperature protection of the Product;
- (g) Ensure that any Driver holds a current and valid driver's license appropriate to the Motor Lorry controlled by the Driver for the purpose of providing the Cartage Services;
- (h) Authorise the Company to obtain a copy of a Driver's record from the RTA;
- (i) Ensure that only Drivers approved by the Company are engaged in the provision of Cartage Services;
- (j) Advise the Company of any inability to fully provide Cartage Services before the commencement of his Roster;

Registered
Contract Agreement
Industrial Registrar

- (k) Obtain the permission of the Company's nominated manager before ceasing work on any day;
- (l) Be capable of contact by the Company on a mobile telephone whilst carrying out Cartage Services;
- (m) Inform the Company immediately if any scheduled delivery cannot be made;
- (n) Indemnify the Company for any loss or expense incurred by the Company as a result of Product being damaged or thawed as a result of the Driver's negligence;
- (o) Issue legible receipts for all monies collected on behalf of the Company and account for such monies prior to the cessation of work on any day;
- (p) Report any accident or major delay to the Company's nominated manager, and cooperate fully with any police requirements at or subsequent to any accident;
- (q) Submit to a medical examination by a medical officer nominated by the company, as and when the Company so requests;
- (r) Indemnify the Company for any liabilities that the Contractor may incur in respect of any Driver engaged by the Contractor, including but not limited to wages, leave entitlements, superannuation, notice, termination benefits and payroll tax;
- (s) Pay all charges, taxes and tolls that may be incurred in the provision of the Cartage Services;
- (t) Maintain and retain all records and log books that may be required by any regulatory body, and ensure that such records and log books are available for inspection by the Company at any time;
- (u) Weighbridge the Motor Lorry on departure and return to the Starting Point and ensure that the Motor Lorry is at no time overloaded; and
- (v) Complete the daily Driver's Worksheet.

15. INSURANCES

The Contractor must maintain current insurance policies of the following types:

- (a) Public liability cover of not less than \$2,000,000.00;
- (b) Comprehensive cover of the Motor Lorry and all fitted accessories and equipment;
- (c) Third party property damage cover of not less than \$5,000,000.00;
- (d) Marine (Product in transit) cover of not less than \$60,000.00; and



(e) Workers' Compensation cover in respect of all Drivers engaged in the provision of Cartage Services pursuant to this agreement, including indemnity to the Company in respect of any common law liability that the Company might have to any Driver.

These policies, together with any schedules must be available for inspection by the Company at any time.

16. ROUTES AND ROSTERS

(a) The Driver is required to adhere strictly to Rosters and Routes issued by the Company.

(b) The Company may vary Rosters and Routes at its discretion, provided that not less than seven days written notice of any change to Rosters will be provided to the Contractor.

(c) Other than where unforeseen circumstances require urgent changes to Rosters, the Company will consult with the Contractor or the Contractor's representative prior to varying a Roster.

(d) The Driver has no entitlement to any particular Roster or Route.

(e) The Company will provide the Contractor with written details of his Roster and Routes.

(f) The Company will ensure that Rosters and Routes are such that the Driver is not exposed to breaches of statutory regulations or guidelines, particularly with respect to the maximum amount of time that a Driver is permitted to drive without a suitable break.

(g) If the Driver is unable to complete his Route for any reason, the Company reserves the right to transfer the Product to another vehicle and to complete the Route. If the Driver's negligence is the cause of the Driver's inability to complete the Route, the Company may deduct the costs of completing the Route from monies owing to the Contractor.

(h) The Driver may not transfer Product to any other vehicle without the express consent of the Company.

(i) Where the Contractors are not able to complete the transport and distribution requirements of the Company, the Company is free to use other contractors, carriers, third parties or its own vehicles to carry out any delivery of any Product, notwithstanding that some or all of that delivery may have been wholly or partly carried out by the Contractor at any time.

(j) The Company will allocate the available work between the Contractor and other Contractors and employees of the Company in a fair, equitable and efficient manner.



17. CONFIDENTIAL AND PROPRIETARY INFORMATION

All information relating to the Company's business is to be treated as confidential by the Driver. Such information includes, but is not limited to customers' order details; customers' addresses and telephone numbers; specifications and recipes of Product; details of Routes and other Company procedures.

18. AGE AND SPECIFICATION OF MOTOR LORRY

(a) Subject to sub-clause 18(e), the Company has the right to specify the class, age and condition of the Motor Lorry with which the Contractor provides the Cartage Services;

(b) If at any time during the life of this agreement the Motor Lorry becomes defective, the Company will issue the Contractor with written notice of the defect, and the Contractor will be required to remedy the defect with 7 days, unless the parts necessary to remedy the defect are unavailable.

Where the Company and the Contractor disagree on the roadworthiness of the Motor Lorry, an appropriately qualified mechanic will determine the roadworthiness of the Motor Lorry.

For the purpose of this sub-clause "defective" and "defect" mean that any part of the Motor Lorry fails to comply with an applicable regulation in respect to quality, food safety or roadworthiness; or that the presentation of the vehicle does not comply with the presentation standards of the Company.

(c) During the life of this agreement, the cab/chassis of the Contractor's Motor Lorry shall not exceed 7 years of age.

(d) During the life of this agreement, the insulated box and ancillary refrigeration equipment of the Contractor's Motor Lorry shall not exceed 7 years of age.

(e) Notwithstanding sub-clauses 18(c) and 18(d), but subject to sub-clause 18(b) of this clause, where a Contractor has been engaged by the Company immediately prior to the commencement of this agreement in the provision of Cartage Services, his Motor Lorry shall be deemed to be of the class, age and specification required by this agreement for the first six months of the operation of this agreement.

(f) Sub-Clauses 18(c) and 18(d) of this clause shall be waived by the Company if this agreement is within 18 months of its expected date of termination

19. SIGNAGE

The Company may paint and sign write the Contractor's Motor Lorry to the Company's specification provided that:

(a) the work is carried out at the Company's expense and by the Company's



preferred supplier; and

(b) at the termination of this agreement and where the company does not purchase the Motor Lorry from the Contractor in accordance with Clause 24 of this agreement; the Company will have the Motor Lorry repainted and/or have the signage removed to a standard which will not adversely affect the value of the Motor Lorry.

20. REMUNERATION

(a) The Contractor will be remunerated by the Company for the provision of Cartage Services in accordance with this agreement.

(b) The rates of remuneration will be as provided for in Schedule 2 of this agreement. These rates are fully inclusive, and the Contractor has no entitlement to any other payment or benefit.

(c) The minimum weekly remuneration for the Contractor will be not less than an average of \$2,000.00 per week over any six month period.

(d) Where a Driver is required by the Company to carry out a delivery, and the total load invoice weight of the Product is less than two and one-half tonnes, the Motor Lorry load will be deemed to be two and one-half tonnes for the purpose of calculating the Remuneration.

(e) Where a Driver is required by the Company to perform an Additional Run, the remuneration shall be \$45.00 per hour.

(f) The remuneration due to the Contractor will be paid by the Company no later than five working days after the conclusion of any week's work. For the purpose of this sub-clause, "week's work" means the conclusion of the 5 or 6 day period of normal work provided for in the Roster.

21. REVIEW OF REMUNERATION

(a) The rates of remuneration have been calculated using the Company's open-book costing model ("the model"). A summary of the model is at Schedule 3 of this agreement.

(b) With effect from 1 August 2000, the rates of remuneration will be reviewed against the model. Where any cost provided for in the model has varied by more or less than 1%, the appropriate adjustment will be made to the rates of remuneration.

(c) With effect from 1 April 2001, and thereafter annually the rates of remuneration will be reviewed against the model. Where any cost provided for in the model has varied by more or less than 1%, the appropriate adjustment will be made to the rates of remuneration.



22. PAY IN HAND

(a) The Company may deduct up to \$400.00 per week from the remuneration due to the Contractor provided that the Contractor owes the Company monies pursuant to this Agreement; and that the Company provides written details of the amount owing prior to deducting any amount from the remuneration due to the Contractor.

(b) Upon termination or assignment of this agreement, the Company may withhold up to \$400.00 from the remuneration owing to the Contractor for a maximum of three months in order to enable any final reconciliation of monies owed by the Contractor to the Company; provided that the Company provides written details of the amount owing prior to deducting any amount from the remuneration due to the Contractor.

(c) Where a Contractor has sub-leased his Motor Lorry from the Company, the sum of \$1500.00 shall be substituted for the sum of \$400.00 for the purposes of sub-clauses 22(a) and 22(b).

23. TRIP MONITORING DEVICES

(a) The Company may at any time fit trip monitoring and recording equipment ("the equipment") to the Contractor's Motor Lorry, provided that the equipment shall be purchased and installed at the Company's expense and shall remain the property of the Company.

(b) The Driver shall comply with any procedures issued by the Company in relation to the operation, maintenance and downloading of information from the equipment; and shall not tamper with or modify the equipment.

(c) At the termination of this agreement, the Company will arrange and pay for the removal of the equipment; and make good any damage arising from the installation and removal of the equipment.

24. SELLING OF MOTOR LORRIES AND ASSIGNMENT OF CONTRACT

A Contractor may sell his Motor Lorry and assign his rights and obligations under this agreement only in accordance with the provisions of this clause.

(a) The assets that are sold by the Contract Carrier consist exclusively of the Motor Lorry and the balance of the term of this agreement. The value of the balance of the term of this agreement is calculated in accordance with clause 26 of this agreement.

(b) The Company shall have first right of refusal to purchase the Contractor's Motor Lorry. If the Company elects to purchase the Motor Lorry, the Company will pay the Contractor an amount calculated in accordance with clause 26 of this agreement; that is a sum equivalent to \$857.15 for each complete month between the date of sale and purchase of the Motor Lorry and the date of termination of this agreement as provided for at clause 3 of this agreement.

(c) For the purpose of this clause, the value of the Contractor's Motor Lorry shall be determined by reference to 'Glass's Guide' and the Contractor is expressly



prohibited from selling the Motor Lorry for more than that sum.

(d) Any proposed purchaser must be approved by the Company prior to any sale and purchase taking place. The Company has absolute discretion in determining whether or not a proposed purchaser is acceptable.

(e) The Contractor is forbidden to sell or to seek to sell his Motor Lorry 'in work' or to seek or receive any payment for 'goodwill' or for any other premium other than as provided for by sub-clause 24(f) of this agreement.

(f) The Contractor is permitted to sell his Motor Lorry together with the balance of the term of this agreement. In addition to the genuine value of the Motor Lorry as determined in sub-clause 24(c) of this agreement, the Contractor may receive an additional payment from the purchaser which is no more than the value of the balance of this agreement as determined in accordance with clause 26 of this agreement; that is a sum not greater than \$857.15 for each complete month between the date of sale and purchase of the Motor Lorry and the date of termination of this agreement as provided for at clause 3 of this agreement.

(g) The Company will not consent to the assignment of the contract unless it is provided with satisfactory evidence that no payments have been made that are inconsistent with sub-clauses 24 (e) and 24 (f) of this agreement. Any proposed purchaser of the Contractor's Motor Lorry and assignee under this agreement will be required to execute a deed by which the proposed purchaser acknowledges the limited nature of the sale and purchase agreement as provided by this clause; releases the Company from any and all liability in the event that this agreement is not renewed or extended; indemnifies the Company from any and all liability arising from the Company entering into an agreement with the purchaser and/or the Company agreeing to the assignment of this agreement to the purchaser; and warrants that the proposed purchaser has obtained independent legal advice as to the content and effect of the deed, and the conditions under which this agreement may be assigned.

25. TERMINATION OF CONTRACT – UNSATISFACTORY PERFORMANCE

(a) The Company may terminate this agreement at any time if the Contractor fails to adhere to his obligations under it, provided that other than in cases of severe and wilful misconduct, the Contractor will be entitled to receive a written warning detailing the unsatisfactory conduct and the standard of behaviour that is required. Where a written warning has been issued by the Company, and the same unsatisfactory conduct arises within 12 months of the warning being issued, the Company may elect to terminate this agreement. In the event of an actual or proposed termination pursuant to this sub-clause, the Contractor is entitled to seek relief pursuant to Clause 28 of this Agreement.

(b) The Company may terminate this agreement without notice in the event that:

(i) an order is made or a resolution passed or any other action is taken for the suspension of payments or winding up or bankruptcy of the Contractor;



- (ii) a liquidator, trustee, administrator, receiver, manager, inspector or similar officer is appointed in respect of the Contractor or in respect of any or all of its assets;
- (iii) the Contractor becomes or is declared insolvent or is unable or admits in writing its inability to pay its debts as they fall due or becomes insolvent within the terms of any applicable law; or
- (iv) the Contractor ceases or threatens to cease to carry on all or a substantial part of its business, or if at any time it is unlawful for the Contractor to perform any of its obligations under this agreement.

26. TERMINATION OF CONTRACT OTHER THAN FOR UNSATISFACTORY PERFORMANCE

(a) This agreement may be terminated by the Company at any time provided that for each complete month between the date on which the agreement is terminated and the date of termination of this agreement as provided at Clause 3, the Company will pay the Contractor the sum of \$857.15. This payment will be in full and final settlement of any and all claims that the Contractor or any Driver may otherwise seek to make, including, but not limited to any claims in relation to 'goodwill' or other premiums.

(b) This clause and the payment provided for it does not have effect in circumstances where the Company terminates this agreement pursuant to Clause 25 of this agreement.

(c) The Contractor may terminate this agreement by the provision of one month's written notice to the Company; provided that the Company will not be liable to pay to the Contractor and the Contractor will not be entitled to receive from the Company any payment pursuant to sub-clause 26(a).

27. ASSIGNMENT OF CONTRACT BY THE COMPANY

The Company may assign or transfer this agreement to a third party by the provision of one month's written notice to the Contractor; provided that the proposed assign is financially capable of carrying out its obligations pursuant to this Agreement.

28. GRIEVANCE AND DISPUTE RESOLUTION PROCEDURES

If any Contractor has a grievance or if there is a collective dispute in relation to the operation of this agreement or the provision of Cartage Services; the matter shall be resolved in accordance with the following procedure:

(a) The matter shall be raised by the Contractor with the Company's nominated manager.

(b) If the matter is not resolved at that level, it shall be the subject of a conference between representatives of the Company and representatives of the Contractor, including an accredited officer of the Transport Workers Union – NSW Branch.

(c) If the matter is not resolved, it shall be referred to the Industrial Relations



Commission of NSW. The decision of the Commission will be accepted by both the Company and the Contractor, subject to any rights of appeal that may be available.

(d) Whilst this procedure is being followed, work shall continue normally.

29. NO EXTRA CLAIMS

It is a term of this agreement that until the termination of this agreement in accordance with Clause 3 of this agreement, the Contractor agrees not to pursue any extra claims except in accordance with Clause 21 of this agreement.

30. ENTIRE AGREEMENT

This agreement supersedes and is in substitution for and extinguishes all previous written or oral agreements or work practices or understandings between the Company and the Contractor or between the Company and any other provider of Cartage Services.

31. WAIVERS

All rights under this agreement are cumulative. The non-exercise or waiver of any right of the Company or the Contractor shall not adversely affect the parties' subsequent exercise of the same right or any other right. The only enforceable obligations and liabilities of the parties in relation to the subject matter are those that arise out of the provisions of this agreement.

32. TAXES AND CHARGES

Any stamp duty or other tax (other than in relation to the GST, which shall be governed by Clause 33 of this agreement) or duty imposed on this agreement shall be the responsibility of and shall be paid by the Contractor.

33. GOODS AND SERVICES TAX

(a) The Remuneration payable to the Contractor by the Company in respect of the Cartage Services has been determined without regard to and is exclusive of any effect of a GST.

(b) If a GST becomes payable in respect of the Cartage Services, the Company will adjust the Remuneration by an amount equivalent to the net financial impact of the GST on the Contractor. The "net financial impact" will include the effect of the removal or reduction of direct or indirect taxes associated with the introduction of the GST and will also include the actual GST compliance costs incurred by the Contractor.

(c) If a GST becomes payable in respect of the Cartage Services, the Contractor will be required to issue an invoice to the Company in respect of the Cartage Services using a form of invoice that is approved by the Australian Tax Office as to form and content, and which enables the Company to reconcile the information with its internal



GST accounting procedures and systems.

34. GOVERNING LAW

(a) This agreement is governed by the law in force in New South Wales.

(b) The parties submit to the non-exclusive jurisdiction of the courts and tribunals of New South Wales and any courts which may hear appeals in respect of any proceedings in connection with this agreement.

35. COSTS

Each party must bear and is responsible for its own costs (including without limitation legal costs) in connection with the negotiation, preparation, execution, completion and carrying into effect of this agreement.

36. CONTRACTOR'S WARRANTIES

(a) If the Contractor is a member of the Transport Workers Union – New South Wales Branch ("the union") he expressly warrants that he has sought the advice of the union as to the content and effect of this agreement before entering into this agreement, and further expressly warrants that he has had the opportunity to seek independent legal advice before entering into this agreement.

(b) If the Contractor is not a member of the union, the Contractor expressly warrants that he has had the opportunity to seek independent legal advice as to the content and effect of this agreement before entering into this agreement.

(c) Without limiting the generality of sub-clauses 36(a) and 36(b) of this agreement, the Contractor expressly warrants that the Company has advised him to and given him the opportunity to seek independent legal advice as to the assignment and termination provisions of this agreement.

(d) In recognition for the consideration given by the Company in entering this seven year agreement, the Contractor expressly warrants that any claim he has or may have had in respect of 'premium' or 'goodwill' or the like is extinguished and subsumed in the entitlement conferred by this agreement.

37. INDEMNITY

(a) The Contractor agrees to indemnify and keep indemnified the Company in relation to any and all suits, actions, proceedings, causes of action, costs, claims, and demands whatsoever in any way arising from the operation or assignment of this agreement.

(b) Any monies falling due under the indemnity afforded in sub-clause 37(a) of this agreement may be sued for and recovered as a debt in any court of competent jurisdiction.



38. EXCLUSION OF AGENCY, PARTNERSHIP OR JOINT VENTURE

Nothing in this agreement is to be treated as creating a partnership or joint venture between the parties under the laws of any applicable jurisdiction and except as specifically provided by this agreement, no party may act or has any authority to act as agent or in any way bind or commit any party to any obligation.

39. SEVERABILITY

Any provision in this agreement which is invalid or unenforceable in any jurisdiction is to be read down for the purposes of that jurisdiction, if possible, so as to be valid and enforceable and is otherwise capable of being severed to the extent of the invalidity or unenforceability, without affecting the validity or enforceability of that provision in any other jurisdiction.

40. NOTICES

Any notice or other communication required or permitted to be given by one party to another shall be in writing and may be:

- (a) given personally to the Contractor;
- (b) sent by prepaid post to the address of the party as set out at the head of this agreement or to such other address as may be notified in writing to either party; or
- (c) sent by facsimile transmission to the facsimile number of the other party



IN WITNESS WHEREOF the parties hereto have executed this Agreement on the date and year as set out at the head of this agreement:

SIGNED under seal for
And on behalf of
ACN

)
)
)

.....
Director/Secretary

.....
Witness

.....
Name of Witness (printed)

Affix seal here

SIGNED under seal for
And on behalf of Barter Enterprises Pty Limited
ACN 000 451 374

)
)
)

.....
Director/Secretary

.....
Witness

.....
Name of Witness (printed)

Affix seal here

Registered
Contract Agreement
Industrial Registrar

SCHEDULE 1

SPECIFICATIONS OF MOTOR LORRY AND ANCILLARY EQUIPMENT

Cab and Chassis Specification

Pay-load Carrying Capacity. Not less than 6,600 kg.

Chassis Rail Height. To ensure that the floor level of the insulated box, when fitted, will be not less than 1300 mm above a level surface.

Mud Flaps and Spray Guarding. Fitted on each wheel arch to minimise water spray on wet road surfaces.

Data Logging Device. The Company at its expense may fit an approved trip computer or GPS locating device that will monitor vehicle movement and times.

Cab Instrumentation. Cab instrumentation is to include a visual read-out on the internal temperature of the Insulated Box.

External Colour Scheme. The external colour scheme of the vehicle is to be white with black chassis. There are to be no company names, logos, linage, highlighting or decals on the vehicle other than those provided by the company, or as required by the RTA.

Insulated Box Specification

Pallet Capacity. A minimum of 8 pallet floor spaces.

Internal Width. Adequate to allow side by side loading of standard pallets.

Internal Height. Adequate to allow the operation of a standard electric pallet truck.

Floor Strength. Adequate to enable continuous forklift loading and off-loading operations with palletised loads of poultry at a gross weight of up to 1100kg.

Floor Surface. A impervious metal or fibreglass non slip surface fully sealed to prevent moisture and bacterial entry

Thermal Properties. Insulated box to be fully sealed with door seals in a clean and undamaged condition with no evidence of racking or heat entry through holes or damage to walls, roof, floor and doors. Adequate to retain a temperature of -22°C for a period of 6 hours in an ambient environment $+35^{\circ}\text{C}$.



Rear Doors. Roller door to be fitted allowing full width access to load/unload palletised loads.

Side Doors. A pallet width side access door is to be provided forward on the left side of the Insulated Box, one pallet width behind the front wall of the Insulated Box.

Maximum External Height. The maximum height of the vehicle and Insulated Box, at its highest point is not to exceed 4.2 m

Loading Dock Buffers. The insulated box is to be fitted with loading dock buffers to prevent damage to loading docks.

Rear Access Step. The vehicle and Insulated box combination is to be fitted with a full width step allowing safe access to the rear of the Insulated box from ground level.

Load Security Devices. The Insulated box is to be fitted internally with full-length logistic track and load security bars (pogo sticks).

Air Temperature Probe Mounting Points The Company will mount brackets for the refrigeration data logging unit, or an externally fitted recording unit.

Partitions and Curtains. The Insulated box is to be fitted with an insulated partition if required. This equipment is to be adjustable allowing it to be repositioned during the course of a delivery route.

Internal Lighting. Internal lighting is to be provided in the insulated box. It is to be recessed such that it can not be contacted by normal forklift operations associated with pallet loading and unloading operations.

External Rear Lighting. External lighting at the rear of the insulated box is to be provided. It is to be located such that it can not be contacted by normal forklift operations associated with pallet loading and unloading operations.

External Colour Scheme. The external colour scheme of the box is to be white and retained in good order and condition, fair wear and tear excepted. There are to be no logos, linage, highlighting or decals to be present on the vehicle other than those provided by the company, or as required by the RTA.

Signage. The Insulated box is to be decorated in a livery as prescribed by the Company.

1-800 Number. The rear of the Insulated box shall display a 1-800 number as advised by the Company, with accompanying signage inviting motorists to report complimentary behaviour or register complaints about the manner in which the vehicle is operated.

Ancillary Refrigeration Equipment Specifications



Refrigeration Capacity. The refrigeration unit shall be a Carrier Supra 844; or another manufacturer's unit of no lesser capacity.

Internal Combustion Operation. The refrigeration unit is to be powered by a self contained engine, independent of the operation of the vehicle engine.

Noise Level – Internal Combustion Engine Operation. The maximum power operation of the refrigeration unit utilising the internal combustion engine is to produce a noise level of 75 db or less as measured in accordance with the appropriate standard.

Auxiliary Electric Motor Operation. The refrigeration unit is to be capable of operation using an auxiliary electric motor powered from a static electricity source (415 volt 3 phase)

Temperature Data Logging Equipment. The refrigeration unit will be equipped with an approved programmable data-logging device that will record temperature and time. It is to have the capacity to record and store this data for a period of not less than 120 days.

Vehicle Cab Operated Controls. The refrigeration unit is to be capable of being operated from the vehicle cabin, to include starting, temperature control adjustment and shut down.

Vehicle Cab Visual Temperature Monitor. The refrigeration unit is to have a visual temperature monitoring device readable from the truck cabin or placed on the dash.

External Colour Scheme. The external colour scheme of the refrigeration unit is to be white. There is to be no logos, linage, highlighting or decals to be present on the refrigeration unit other than those routinely provided by the company of manufacture.



SCHEDULE 2

RATES OF REMUNERATION

WEEKLY INVOICE WEIGHT:	Up to 10,000kg	Up to 15,000kg	Up to 20,000kg	Up to 25,000kg	More than 25,000kg
CENTS PER KG:	10.50	8.50	7.50	6.00	4.50

"Weekly Invoice Weight" means the nett weight of Product carried by the Contractor as specified on the invoice, and excludes pallets, crates, and cartons.

These rates are inclusive of the following costs, claims and entitlements that the Contractor may be entitled to:

1. Wages - based on appropriate G.V.M. as per the Transport Industry (State) Award.
2. Overtime -- hours worked in excess of 38 hours each week.
3. Annual Leave.
4. Long Service Leave.
5. Public Holidays.
6. Picnic Day.
7. Sick Leave
8. Bereavement and Parental Leave
9. Return on capital invested.
10. Depreciation.
11. Lease Costs.
12. Running and standing costs
13. Registration and compulsory third party insurance.
14. Comprehensive insurance.
15. Public liability insurance.
16. Personal accident insurance.
17. Administrative overheads.
18. Fuel.
19. Oil.
20. Tyres.
21. Repairs and maintenance.
22. Mobile telephone.
23. Redundancy in the event of termination other than as provided by this agreement.

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SCHEDULE 3

OPEN BOOK COSTING MODEL

(Attached)

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TRUCK COST MODEL - DRIVER COSTS SUMMARY

TRUCK/RUN DETAILS	1	2	3	4	5	6	7	8	9
Invoice Carrying Capacity (tonnes)	48.73	52.95	48.35	52.07	49.98	48.18	55.35	52.32	54.42
Hours worked (per week)	558.6	645.6	525.8	773.3	583.1	631.3	646.2	719.1	830.7
KM travelled (per week)	17,910	22,531	23,225	23,423	28,848	28,209	31,298	26,421	22,588
KG carried (per week)									

TRUCK DETAILS	1	2	3	4	5	6	7	8	9
Truck Type (Isuzu)	FVR900L	FVR900L	FVR900L	FVR900L	FVR900L	FVR900L	FVR900L	FVR900L	FVR900L
Invoice Carrying Capacity (t)	8	8	8	8	8	8	8	8	8
Cab/Chassis	refer note	refer note	refer note	refer note	refer note	refer note	refer note	refer note	refer note
Refrigeration Box	\$ 81,185.99	\$ 81,185.99	\$ 81,185.99	\$ 81,185.99	\$ 81,185.99	\$ 81,185.99	\$ 81,185.99	\$ 81,185.99	\$ 81,185.99
Freezer	\$ 29,895.00	\$ 29,895.00	\$ 29,895.00	\$ 29,895.00	\$ 29,895.00	\$ 29,895.00	\$ 29,895.00	\$ 29,895.00	\$ 29,895.00
Monitoring Equipment	\$ 28,224.00	\$ 28,224.00	\$ 28,224.00	\$ 28,224.00	\$ 28,224.00	\$ 28,224.00	\$ 28,224.00	\$ 28,224.00	\$ 28,224.00
	\$ 475.00	\$ 475.00	\$ 475.00	\$ 475.00	\$ 475.00	\$ 475.00	\$ 475.00	\$ 475.00	\$ 475.00
	\$ 140,779.98	\$ 140,779.98	\$ 140,779.98	\$ 140,779.98	\$ 140,779.98	\$ 140,779.98	\$ 140,779.98	\$ 140,779.98	\$ 140,779.98

PAYMENT	Rates	per week	per week	per week	per week	per week	per week	per week	per week	per week	
Wages	Ordinary time hours	36.00	36.00	36.00	38.00	38.00	38.00	38.00	38.00	38.00	
	Time and a half hours	8.00	9.85	6.00	8.97	10.00	9.82	10.00	10.00	10.00	
	Double time hours	0.73	5.10	2.35	4.70	1.98	0.58	7.35	4.75	8.42	
	Ordinary time	12.45 / hour	\$ 473.10	\$ 473.10	\$ 473.10	\$ 473.10	\$ 473.10	\$ 473.10	\$ 473.10	\$ 473.10	
	Time and a half	18.88 / hour	\$ 148.44	\$ 184.00	\$ 148.44	\$ 186.24	\$ 186.80	\$ 179.70	\$ 188.80	\$ 178.77	
	Double time	24.80 / hour	\$ 18.26	\$ 126.89	\$ 58.61	\$ 116.85	\$ 49.39	\$ 14.03	\$ 183.02	\$ 118.19	
	Superannuation	7% on ord	\$ 33.12	\$ 33.12	\$ 33.12	\$ 33.12	\$ 33.12	\$ 33.12	\$ 33.12	\$ 33.12	
	Holiday loading	9.10	\$ 9.10	\$ 9.10	\$ 9.10	\$ 9.10	\$ 9.10	\$ 9.10	\$ 9.10	\$ 9.10	
	Long Service Leave	refer note	\$ 7.89	\$ 7.89	\$ 7.89	\$ 7.89	\$ 7.89	\$ 7.89	\$ 7.89	\$ 7.89	
		refer note	\$ 690.90	\$ 834.19	\$ 731.16	\$ 826.39	\$ 759.39	\$ 716.93	\$ 893.02	\$ 820.18	\$ 869.78
Vehicle Costs - variable	KM travelled	558.8	645.6	525.9	773.3	583.1	631.3	646.2	719.1	630.7	
	Fuel	\$ 0.3015 / km	\$ 168.50	\$ 184.73	\$ 158.55	\$ 233.17	\$ 175.82	\$ 190.38	\$ 194.85	\$ 216.93	\$ 190.18
	Repair and Maintenance	\$ 0.0984 / km	\$ 55.52	\$ 64.17	\$ 52.24	\$ 76.84	\$ 57.94	\$ 62.73	\$ 64.21	\$ 71.45	\$ 82.87
	Tyres	\$ 0.0440 / km	\$ 24.59	\$ 28.42	\$ 23.14	\$ 34.03	\$ 25.88	\$ 27.78	\$ 28.43	\$ 31.64	\$ 27.75
	Refrigeration		\$ 23.37	\$ 26.48	\$ 24.18	\$ 26.33	\$ 24.99	\$ 24.09	\$ 21.68	\$ 28.18	\$ 27.21
		\$ 271.87	\$ 313.79	\$ 258.10	\$ 370.37	\$ 284.41	\$ 304.95	\$ 315.17	\$ 348.08	\$ 307.80	
Vehicle Costs - fixed	Lease cost	\$ 452.79	\$ 452.79	\$ 452.79	\$ 452.79	\$ 452.79	\$ 452.79	\$ 452.79	\$ 452.79	\$ 452.79	
	Registration & CTP	\$ 42.02	\$ 42.02	\$ 42.02	\$ 42.02	\$ 42.02	\$ 42.02	\$ 42.02	\$ 42.02	\$ 42.02	
	Vehicle insurance	\$ 81.40	\$ 81.40	\$ 81.40	\$ 81.40	\$ 81.40	\$ 81.40	\$ 81.40	\$ 81.40	\$ 81.40	
		\$ 576.21	\$ 576.21	\$ 576.21	\$ 576.21	\$ 576.21	\$ 576.21	\$ 576.21	\$ 576.21	\$ 576.21	
Business costs	Public liability	\$ 9.63	\$ 9.63	\$ 9.63	\$ 9.83	\$ 9.63	\$ 9.63	\$ 9.63	\$ 9.63	\$ 9.63	
	Accident & sickness insurance	\$ 36.92	\$ 36.92	\$ 36.92	\$ 36.92	\$ 36.92	\$ 36.92	\$ 36.92	\$ 36.92	\$ 36.92	
	Workers compensation	\$ 61.94	\$ 61.94	\$ 53.80	\$ 61.33	\$ 56.03	\$ 52.68	\$ 66.59	\$ 60.83	\$ 84.75	
	Driver replacement costs	\$ 165.09	\$ 165.09	\$ 165.09	\$ 165.09	\$ 165.09	\$ 165.09	\$ 165.09	\$ 165.09	\$ 165.09	
	Other costs	\$ 83.39	\$ 83.39	\$ 83.39	\$ 83.39	\$ 83.39	\$ 83.39	\$ 83.39	\$ 83.39	\$ 83.39	
	\$ 355.88	\$ 366.98	\$ 358.94	\$ 366.36	\$ 361.07	\$ 357.71	\$ 371.62	\$ 363.87	\$ 369.78		
TOTAL PAYMENT	\$ 1,894.74	\$ 2,091.16	\$ 1,924.30	\$ 2,139.33	\$ 1,961.07	\$ 1,955.81	\$ 2,158.01	\$ 2,109.32	\$ 2,123.58		

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- Notes:
- (1) Fuel cost includes stamp duty and fleet discount
 - (2) Holiday loading is set at 25% for 4 weeks per year.
 - (3) Long service leave is calculated at 13 weeks leave for every 15 years of service.
 - (4) Driver replacement costs is calculated on the assumption that a driver takes 20 days annual leave, 8 days sick leave and 9 public holidays and employs a relief driver (including his superannuation and workers compensation).
 - (5) Other costs include miscellaneous administration costs, including Marine insurance.

TRUCK COST MODEL - DRIVER COSTS SUMMARY

TRUCK/RUN DETAILS	10	11	12	13	14	15	Total	Average
Invoice Carrying Capacity (tonnes)	8	8	8	8	8	8	771.98	61.47
Hours worked (per week)	52.82	54.80	56.07	50.55	43.90	52.80	9,653.5	643.6
KM travelled (per week)	725.1	810.2	835.0	586.3	529.6	853.2	386,459	25,764
KG carried (per week)	22,590	28,962	32,621	22,279	29,881	25,682		

TRUCK DETAILS	10	11	12	13	14	15	Total	Average
Truck Type (Isuzu)	FVR900L	FVR900L	FVR900L	FVR900L	FVR900L	FVR900L		
Invoice Carrying Capacity (t)	8	8	8	8	8	8		
Cab/Chassis	refer note	refer note	refer note	refer note	refer note	refer note		
Refrigeration Box	\$ 81,185.99	\$ 81,185.99	\$ 81,185.99	\$ 81,185.99	\$ 81,185.99	\$ 81,185.99		
Freezer	\$ 29,895.00	\$ 29,895.00	\$ 29,895.00	\$ 29,895.00	\$ 29,895.00	\$ 29,895.00		
Monitoring Equipment	\$ 29,224.00	\$ 29,224.00	\$ 29,224.00	\$ 29,224.00	\$ 29,224.00	\$ 29,224.00		
	\$ 475.00	\$ 475.00	\$ 475.00	\$ 475.00	\$ 475.00	\$ 475.00		
	\$ 140,779.99	\$ 140,779.99	\$ 140,779.99	\$ 140,779.99	\$ 140,779.99	\$ 140,779.99		

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PAYMENT	Rate	per week	per week	per week	per week	per week	per week	per week	per week	Total/week	Ave/week
Wages											
Ordinary time hours		38.00	38.00	38.00	38.00	38.49	38.00	38.00	38.00	568.48	37.90
Time and a half hours		9.42	10.00	10.00	9.03	7.41	9.55	9.55	9.55	140.42	9.36
Double time hours		5.40	6.80	8.07	3.52	0.00	5.25	5.25	5.25	63.07	4.20
Ordinary time	\$ 12.45 / hour	\$ 473.10	\$ 473.10	\$ 473.10	\$ 473.10	\$ 454.26	\$ 473.10	\$ 473.10	\$ 473.10	\$ 7,077.66	\$ 471.64
Time and a half	\$ 18.68 / hour	\$ 175.97	\$ 188.80	\$ 186.80	\$ 168.68	\$ 138.48	\$ 178.39	\$ 178.39	\$ 178.39	\$ 2,623.11	\$ 174.87
Double time	\$ 24.90 / hour	\$ 134.38	\$ 171.81	\$ 200.88	\$ 87.65	\$ -	\$ 130.73	\$ 130.73	\$ 130.73	\$ 1,570.53	\$ 104.70
Superannuation	7% on ord.	\$ 33.12	\$ 33.12	\$ 33.12	\$ 33.12	\$ 31.80	\$ 33.12	\$ 33.12	\$ 33.12	\$ 485.44	\$ 33.03
Holiday loading	refer note	\$ 9.10	\$ 9.10	\$ 9.10	\$ 9.10	\$ 9.10	\$ 9.10	\$ 9.10	\$ 9.10	\$ 136.47	\$ 9.10
Long Service Leave	refer note	\$ 7.89	\$ 7.89	\$ 7.89	\$ 7.89	\$ 7.89	\$ 7.89	\$ 7.89	\$ 7.89	\$ 117.96	\$ 7.86
		\$ 833.54	\$ 881.81	\$ 910.86	\$ 779.53	\$ 641.21	\$ 837.32	\$ 837.32	\$ 837.32	\$ 12,021.16	\$ 801.41
Vehicle Costs - variable											
KM travelled	725.1	810.2	835.0	586.3	529.6	529.6	853.2	853.2	853.2	9,653.5	643.6
Fuel	\$ 0.3015 / km	\$ 218.64	\$ 183.89	\$ 191.47	\$ 176.79	\$ 159.69	\$ 257.27	\$ 257.27	\$ 257.27	\$ 2,910.84	\$ 184.06
Repairs and Maintenance	\$ 0.0994 / km	\$ 72.05	\$ 60.63	\$ 83.09	\$ 58.26	\$ 52.62	\$ 84.78	\$ 84.78	\$ 84.78	\$ 959.19	\$ 63.95
Tyres	\$ 0.0440 / km	\$ 31.80	\$ 26.85	\$ 27.84	\$ 25.80	\$ 23.30	\$ 37.54	\$ 37.54	\$ 37.54	\$ 424.75	\$ 28.32
Refrigeration		\$ 26.41	\$ 27.45	\$ 28.03	\$ 25.26	\$ 21.95	\$ 26.40	\$ 26.40	\$ 26.40	\$ 385.89	\$ 25.73
		\$ 349.00	\$ 298.82	\$ 310.54	\$ 286.12	\$ 257.57	\$ 405.98	\$ 405.98	\$ 405.98	\$ 4,680.77	\$ 312.05
Vehicle Costs - fixed											
Lease cost		\$ 452.79	\$ 452.79	\$ 452.79	\$ 452.79	\$ 452.79	\$ 452.79	\$ 452.79	\$ 452.79	\$ 6,791.83	\$ 452.79
Registration & CTP		\$ 42.02	\$ 42.02	\$ 42.02	\$ 42.02	\$ 42.02	\$ 42.02	\$ 42.02	\$ 42.02	\$ 630.29	\$ 42.02
Vehicle Insurance		\$ 81.40	\$ 81.40	\$ 81.40	\$ 81.40	\$ 81.40	\$ 81.40	\$ 81.40	\$ 81.40	\$ 1,221.08	\$ 81.40
		\$ 576.21	\$ 576.21	\$ 576.21	\$ 576.21	\$ 576.21	\$ 576.21	\$ 576.21	\$ 576.21	\$ 8,643.17	\$ 576.21
Business costs											
Public liability		\$ 9.63	\$ 9.63	\$ 9.63	\$ 9.63	\$ 9.63	\$ 9.63	\$ 9.63	\$ 9.63	\$ 144.52	\$ 9.63
Accident & sickness insurance		\$ 36.92	\$ 36.92	\$ 36.92	\$ 36.92	\$ 36.92	\$ 36.92	\$ 36.92	\$ 36.92	\$ 553.85	\$ 36.92
Workers compensation	7.8% of gross	\$ 61.88	\$ 68.71	\$ 88.00	\$ 57.62	\$ 48.03	\$ 81.80	\$ 81.80	\$ 81.80	\$ 880.43	\$ 59.36
Driver replacement costs	refer note	\$ 165.09	\$ 165.09	\$ 165.09	\$ 165.09	\$ 165.09	\$ 165.09	\$ 165.09	\$ 165.09	\$ 2,476.32	\$ 165.09
Other costs	refer note	\$ 93.39	\$ 93.39	\$ 93.39	\$ 93.39	\$ 93.39	\$ 93.39	\$ 93.39	\$ 93.39	\$ 1,400.80	\$ 93.39
		\$ 366.92	\$ 370.74	\$ 373.03	\$ 362.66	\$ 351.86	\$ 386.83	\$ 386.83	\$ 386.83	\$ 5,465.82	\$ 364.38
TOTAL PAYMENT		\$ 2,125.68	\$ 2,127.68	\$ 2,170.55	\$ 2,004.51	\$ 1,826.84	\$ 2,181.34	\$ 2,181.34	\$ 2,181.34	\$ 30,811.03	\$ 2,054.07

Notes

- (1) Fuel cost includes stamp duty and fleet discount
- (2) Holiday loading is set at 25% for 4 weeks per year.
- (3) Long service leave is calculated at 13 weeks of service.
- (4) Driver replacement costs is calculated on the assumption that a driver takes 30 days annual leave, 8 days sick leave and 9 public holidays and employs a relief driver (including his superannuation and workers compensation).
- (5) Other costs include miscellaneous administration costs, including Meriva Insurance.