

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA00/159

TITLE: Ansett Couriers - Sydney Contract Agreement 2000

I.R.C. NO: 00/1792

DATE APPROVED/COMMENCEMENT: 29 May 2000

TERM: 3 years

**NEW AGREEMENT OR
VARIATION: New**

GAZETTAL REFERENCE: 28 July 2000

DATE TERMINATED:

NUMBER OF PAGES: 45

COVERAGE/DESCRIPTION OF

EMPLOYEES: It shall apply to Contract Carriers engaged by the Principal Contractor to provide Services as defined in clause 18, Definitions

PARTIES: TNT Australia Pty Limited -&- Transport Workers' Union of Australia, New South Wales Branch



ANSETT COURIERS – SYDNEY CONTRACT AGREEMENT 2000

TITLE

This agreement shall be known as the Ansett Couriers – Sydney Contract Agreement 2000.

2. PARTIES TO THE AGREEMENT

The parties to this agreement are TNT Australia Pty Ltd currently trading as Ansett Couriers and the Transport Workers Union', New South Wales Branch.

3. TERM OF AGREEMENT

The Agreement shall come into effect on 29th May 2000 and shall remain in force for a period of 3 years (the "Nominal Term").

4. OPERATIVE PROVISIONS OF AGREEMENT

The operative provisions of the Agreement are set out in the Attachment.

5. DEFINITIONS

Agreement means the Ansett Couriers – Sydney Contract Agreement 2000.

Contract of Carriage has the meaning given to that expression by the Act.

Principal Contractor means TNT Australia Pty. Ltd. trading as Ansett Couriers or any other trading name that may apply from time to time.

TWU means Transport Workers Union New South Wales Branch.

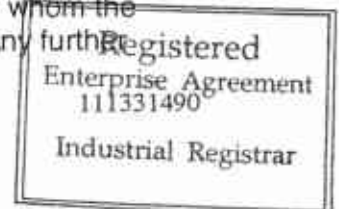
6. APPLICATION

6.1 The Agreement shall apply to Contract Carriers engaged by the Principal Contractor to provide Services as defined in clause 18 Definitions of the Attachment.

6.2 The Agreement rescinds and replaces the agreement filed with the Industrial Registrar on 20 December 1991 in accordance with section 91H of the Industrial Arbitration Act 1940 (published 271 IG at pages 1019-1041).

6.3 The parties accept that the Agreement represents the entire terms between them. Further, the TWU and contract carriers will not during the term of this Agreement, pursue any further claims for rates of remuneration or conditions, except where such claim is provided for within the terms of the Agreement. The TWU will not seek to use the Agreement as a precedent for other divisions of TNT Australia Pty Ltd, and nor will the TWU seek to apply terms applicable to other divisions of TNT Australia Pty Ltd to the persons covered by the Agreement.

6.4 At the time of the making of the Agreement the contract carriers to whom the Agreement applies are set out in Schedule 7 of the Attachment. Any further



Contract carriers engaged to perform work in accordance with the Agreement must, prior to commencement, complete all necessary documentation in accordance with clause 2.14 of the Attachment.

7. RELATIONSHIP TO CONTRACT DETERMINATIONS

The Agreement shall apply in lieu of the Transport Industry Courier and Taxi Truck Contract Determination and the Transport Industry General Carriers Contract Determination.

8. ADDITIONAL CONTRACTS

The Principal Contractor will not offer additional contracts of carriage to new Contract Carriers without prior discussions with the Contract Carriers' delegates or Union officials

9. ALLOCATION OF CONTRACTS OF CARRIAGE

The Principal Contractor shall endeavour to allocate contracts of carriage in a manner designed to give equal opportunity of earnings to all Contract Carriers operating vehicles of the same capacity under these agreements. To this end the parties have agreed to a process of allocating work and agree that contracts of carriage shall be allocated in accordance with Schedules 3 and 4 of the Attachment. In addition, the Principal Contractor agrees, where possible, that Contracts of Carriage shall be offered firstly to permanent Contract Carriers and then to Outside Hire Contract Carriers.

10. SIGNATURE SECTION

For TNT Australia Pty Ltd

For The Transport Workers' Union of Australia, New South Wales Branch



ATTACHMENT 1

**Registered
Enterprise Agreement
Industrial Registrar**

**CONTRACT
FOR SERVICES**

**CONTRACT CARRIER
COURIER SYDNEY**

Registered
Enterprise Agreement
Industrial Registrar

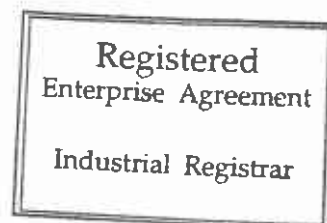
OPERATIVE PROVISIONS:

1. INDEPENDENT ADVICE

The Contract Carrier acknowledges that it has obtained professional legal advice (either through the Union or from another source independent of the Principal Contractor) prior to entering into this Contract.

2. GENERAL

- 2.1 The Contract Carrier agrees to supply for at least 222 days per calendar year the Vehicle, and the services of personnel necessary to fulfil all aspects of this Contract without limitation including the carrying of such goods as the Principal Contractor shall from time to time specify and between such places as the Principal Contractor may reasonably require.
- 2.2 This Contract applies to the provision of Services (as defined in clause 18 of this Contract) by the Contract Carrier in relation to the Principal Contractor's business.
- 2.3 This Contract commences on and from its execution, and shall remain in force for a period of 3 years, provided that this Contract shall continue to remain in force beyond 3 years until it is terminated, replaced or superseded.
- 2.4 It shall be the responsibility of the Contract Carrier to comply with all Acts, laws and regulations relating to its obligations to any employee, contractor or agent of the Contract Carrier
- 2.5 This Contract rescinds the agreement filed with the Industrial Registrar on 20 December 1991 (published 217IG at pages 1019 – 1041) and shall operate in lieu of the "Transport Industry – Courier and Taxi Truck Contract Determination" and and/or the "Transport Industry – General Carriers Contract Determination". The Contract Carrier and the Union also agree that the Section 675 Agreement between Ansett Air Freight, a Division of A.T.I. (Operations) Pty Ltd and the TWU, filed in the Office of the Industrial Registrar on 21 February 1994 or any replacement or variation of the terms of that Agreement shall have no application to the Contract Carrier.
- 2.6 The fees for Services and the other terms and conditions of the Contract have been mutually agreed between the Parties. The Contract Carrier acknowledges that it has not entered into this Contract as a result of any duress or undue influence on the part of the Principal Contractor. The Contract Carrier expressly agrees that in entering this Contract, it does not rely on any representations, whether written or oral, other than those expressly contained in this Contract.
- 2.7 This Contract (and the policies and procedure in place and implemented by the Principal Contractor from time to time including operational procedures) is the entire Contract between the Parties.



- 2.8 This Contract may not be assigned by the Contract Carrier. The Principal Contractor may assign its rights and obligations under this Contract to another company and The Principal Contractor shall be required to advise the Contract Carrier's representatives of an impending assignment prior to any assignment.
- 2.9 Upon its termination for any reason, the obligations of the Parties relating to insurance, non-disclosure, confidentiality, indemnities, provision of assistance after termination survive and continue to apply.
- 2.10 The Contract Carrier indemnifies the Principal Contractor in respect of:
- (a) wages, taxes, charges, costs and expenses and any other payments owed to employees, contractors or agents of the Contract Carrier; and
 - (b) liability and expenses from any act by or on behalf of the Contract Carrier which is contrary to the Contract Carrier's obligations under this Contract.
- 2.11 The Contract Carrier shall not have any lien over the goods carried under this Contract.
- 2.12 The Contract Carrier shall not conduct business activities which are in direct conflict with the business activities of the Principal Contractor or which adversely impact on the Contract Carrier providing Services in accordance with this Contract. In conducting business activities beyond the scope of this Contract the Contract Carrier must ensure the logo and livery on the Vehicle are not utilised in a way which represents that the Principal Contractor is concerned in or associated with such business activities.
- 2.13 The Principal Contractor may from time to time require the Contract Carrier to provide it with copies of the following documentation: -
- a) any insurance policy referred to in clause 11;
 - b) the Contract Carriers ABN, ASC and/or ACN number; and
 - c) Prescribed Payment System or other taxation forms/certificates.
- 2.14 A Contract Carrier must, before first commencing with the Principal Contractor, supply correctly detailed and signed documentation in accordance with Schedules 5 and 6. This requirement does not apply to existing contract carriers at the commencement of this contract as listed in Schedule 7.
- 2.15 If the Contract Carrier commenced providing Services to the Principal Contractor after the 23rd August 1999, the Contract Carrier must be and remain an incorporated entity for this Contract to operate.



3. CONTRACT CARRIER RELATIONSHIP

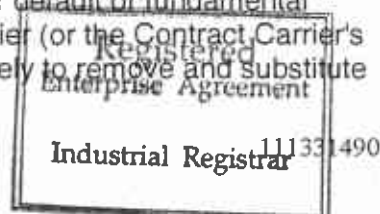
- 3.1 The Contract Carrier is an independent contract carrier that provides Services to the Principal Contractor under this Contract. Nothing in this Contract is intended to create an employment, agency, joint venture or partnership relationship between the Principal Contractor and the Contract Carrier (or its officers, employees or agents).
- 3.2 The Parties agree that any person employed or made available by the Contract Carrier to perform Services is solely an employee, contractor or agent of the Contract Carrier and the person concerned is not and will not be construed to be an employee, contractor or agent of the Principal Contractor.

4. SEVERABILITY

Any provision in this Contract which is held to be invalid or unenforceable is to be read down to the extent necessary 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 remaining provisions of this Contract.

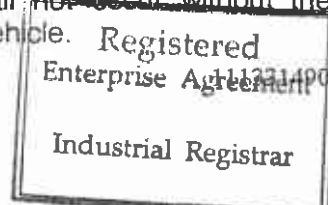
5. NOMINATED DRIVERS AND REPLACEMENT DRIVERS

- 5.1 The Contract Carrier agrees that any employee supplied by the Contract Carrier pursuant to this Contract, including the Nominated Driver or Replacement Driver, shall be at all times under the control of the Contract Carrier and the Contract Carrier shall retain all normal rights, powers and responsibilities of an employer including payment of wages, termination of employment, hours of work, provision of employment entitlements and such other rights, duties and responsibilities as are imposed by law.
- 5.2 The Contract Carrier shall not engage or use the services of a Replacement Driver for the Vehicle unless the Contract Carrier has satisfied the Principal Contractor that the driver is capable and suitable to operate the Contract Carrier's Vehicle as a Replacement Driver.
- 5.3 It shall remain the responsibility of the Contract Carrier to ensure that Nominated or Replacement drivers hold at all times a current driver's licence appropriately endorsed or issued in respect of a motor vehicle of the class of the Vehicle and immediately to notify the Principal Contractor if the licence is suspended or cancelled.
- 5.4 The Contract Carrier shall ensure that the Nominated Driver and Replacement Driver complies with the appropriate provisions of this Contract.
- 5.5 (a) Any act, default, or fundamental breach by a Nominated Driver under this Contract shall be deemed to be the act or default or fundamental breach of the Contract Carrier.
- (b) Any act, default, or fundamental breach by a Replacement Driver under this Contract shall be deemed to be the act or default or fundamental breach of this Contract and the Contract Carrier (or the Contract Carrier's nominated representative) shall act immediately to remove and substitute the Replacement Driver.



6. VEHICLE OF CONTRACT CARRIER

- 6.1 Schedule 1 shall apply.
- 6.2 It is essential that, unless otherwise agreed, the Contract Carrier supply a Vehicle consistent with the configuration and specifications as contained in Schedule 1 and the balance of this clause .
- 6.3 The Contract Carrier shall replace the Vehicle with a New Vehicle or a Second Hand Vehicle before the Vehicle is 5 Years of Age. If the Vehicle is at least 4 and one half years of age, the following procedure shall apply:
- (a) When the Contract Carrier's Vehicle is 4 and one half years of age the Contract Carrier shall require that the Vehicle be painted white and made good so that the Contract Carrier can dispose of the Vehicle. The Principal Contractor shall write to the Contract Carrier advising of the Contract Carrier's obligations to change the Contract Carrier's Vehicle and finalise arrangements with respect to the painting and making good of the Vehicle.
 - (b) If a Contract Carrier has not replaced the Vehicle when it is 4 and three quarters Years of Age, the Principal Contractor shall write to the Contract Carrier advising of the Contract Carrier's obligations to obtain a replacement Vehicle immediately.
 - (c) If the Contract Carrier fails to obtain a Replacement Vehicle within 2 months of the Principal Contractor's written advice, the Contract Carrier may be advised by the Principal Contractor that if a replacement Vehicle is not supplied by the time the Vehicle is 5 Years of Age, then the Contract Carrier's right to provide Services and to receive fees for Services shall be suspended until a replacement Vehicle is supplied or that this Contract shall be terminated.
 - (d) If the Contract Carrier fails to provide a Vehicle by the time the vehicle is 5 years of age, this Contract shall terminate on the date the Principal Contractor advises the Contract Carrier in writing that this Contract is terminated and the Contract Carrier shall be entitled only to the payments referred to in clause 13.6.
- 6.4 For the purpose of this clause the onus shall be on the Contract Carrier to provide as and when required by the Principal Contractor, documentation satisfactory to the Principal Contractor regarding the age of the Contract Carrier's Vehicle. Where such documentation is not supplied as required the Principal Contractor may determine the age of the Contract Carrier's Vehicle for the purpose of this clause by reference to such information as it thinks appropriate.
- 6.5 Where agreed by the Principal Contractor, the Contract Carrier may utilise a Vehicle of greater capacity, and with different specifications than those nominated by the Principal Contractor. Under such circumstances the Contract Carrier shall only be entitled to those rates and conditions relevant to the category of Vehicle as nominated by the Principal Contract and set out in Schedule 1. The acquisition of such a Vehicle shall ~~not occur without the~~ Principal Contractor agreeing to the acquisition of the Vehicle.



- 6.6 Where a Replacement Vehicle is required the Contract Carrier may utilise a Second Hand Vehicle subject to the following conditions:
- (a) The Vehicle must be inspected and approved in writing by a responsible officer of the Principal Contractor.
 - (b) Vehicles up to 2 Years of Age only shall be acceptable.
- 6.7 In circumstances where a Vehicle is unreliable, the Contract Carrier may be given 3 months notice by the Principal Contract Carrier to either bring the Vehicle up to an acceptable standard or replace it with an acceptable Vehicle. If the Contract Carrier fails to comply with such requirement this Contract shall terminate as though the Contract Carrier has nominated to sell the Contract Carrier's vehicle and the Principal Contractor has exercised the option to terminate this Contract in accordance with clause 13 herein.
- 6.8 By agreement with the Principal Contractor, the Contract Carrier, at his own volition, may replace the Vehicle at any time after the Vehicle has been used to provide Services to the Principal Contractor for a period (unless otherwise agreed) of not less than two and one half years.

7. MAINTENANCE OF VEHICLE

- 7.1 The Vehicle shall at all times be maintained in a roadworthy and safe condition and remain in good order, condition and appearance.
- 7.2 The Vehicle shall at all times be equipped to ensure that loads are kept dry. The Vehicle shall also be equipped to ensure loads are secure and in a manner required by law.
- 7.3 All statutory and other charges associated with the running of the Vehicle including any registration or licence fees, road tax (if any), and all expenses for fuel, oil, tyres or similar running and maintenance costs, shall be borne and paid solely by the Contract Carrier without any recourse to the Principal Contractor.
- 7.4 Where the Principal Contractor damages the Contract Carrier's equipment, the Principal Contractor shall be responsible for the cost of repairs or replacement of such equipment damaged. Where the Contract Carrier damages the equipment, plant and/or building of the Principal Contractor, the Contract Carrier shall be responsible for the cost of repairs or replacement of any such equipment, plant or building damaged.



8. FEES FOR SERVICES

- 8.1 Schedule 2 deals with Fees for Service.
- 8.2 The Contract Carrier will submit as necessary an invoice (and supporting documentation if requested) to the Principal Contractor. The invoice should specify in a form approved by the Principal Contractor, the services provided during the relevant period and such information as is needed including any relevant GST.
- 8.3 The fees for Services will be made available weekly to the Contract Carrier by electronic funds transfer.
- 8.4 Subject to clause 3 of schedule 2, in the event that the Contract Carrier does not present the Vehicle or a suitable replacement Vehicle and/or fails to provide Services as required on any day for any reason then the Contract Carrier shall not receive any fees for Services in respect of that day.
- 8.5 Provided that clause 15 is not breached by the Contract Carrier and the Contract Carrier supplies a vehicle and personnel as noted in clause 2.1 of this Contract for at least 228 week days during the second and any subsequent calendar year, the Contract Carrier shall receive a completion fee equivalent to 3.75% of the Fees for Services received by the Contract Carrier from the Principal Contractor during that calendar year. There may be circumstances where the Principal Contractor shall pay the Contract Carrier a pro rata amount of the completion fee referred to herein. (i.e.. Where the Nominated Driver of the Contract Carrier is permanently sick or physically disabled and the Contract Carrier ceases to provide Services to the Principal Contractor.)



9. GST

9.1 In spite of clause 8 and in accordance with Clause 2 "Benchmark Figure And Method Of Adjustment" of Schedule 2, the following shall apply:-

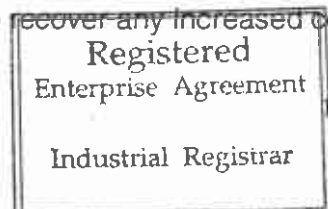
- 9.1.1 This clause applies if either the Principal Contractor or the Contract Carrier (the **Supplier**) is or may become liable to pay goods and services tax (**GST**) in relation to a supply (a "**taxable supply**") to the other party (the "**Recipient**") under or in connection with this Agreement. In such circumstances the Contract Carrier and the Principal Contractor shall register for GST purposes.
- 9.1.2 The Fees For Services prescribed in Schedule 2 will be exclusive of GST. GST will be added if applicable.
- 9.1.3 The Fees For Services referred to in Schedule 2 take into account GST Change anticipated by the parties.
- 9.1.4 Any invoice raised in accordance with sub-clause 8.2 shall comply with all the necessary requirements stipulated under the GST Law for a GST Invoice.
- 9.1.5 The Principal Contractor may generate a Recipient Created Tax Invoice as defined under the GST Law. In such circumstances, the Contract Carrier will not be required to issue a GST Invoice as referred to in 9.1.4 of this Clause.

9.2 Variation Costs Sub Clause

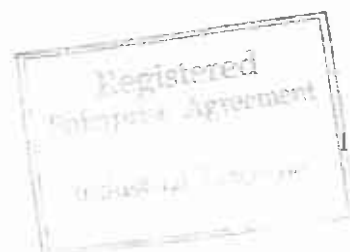
- 9.2.1 This sub clause 9.2 applies if the Commission determines in the processes and proceedings that are referred to in Clause 2 "Benchmark Figure And Method Of Adjustment" of Schedule 2, that a GST Change will result in:
 - 9.2.1.1 decreasing the costs to the Contract Carrier of performing its obligations under this Agreement;
 - 9.2.1.2 increasing the amount of any payment received by the Contract Carrier in relation to the performance of its obligations under this Agreement; or
 - 9.2.1.3 reducing the payments the Contract Carrier is required to make in relation to any of its obligations under this Agreement (each of which is referred to as "**Decreased Costs**").

It also applies if the Commission determines that a GST Change will result in:-

- 9.2.1.4 Increasing the costs to the Contract Carrier of performing its obligations under this Agreement (after taking into account any input tax credits to which the Contract Carrier is entitled to or any liability for the Contract Carrier to recover any increased cost from another person);



- 9.2.1.5 decreasing the amount of any payment received by the Contract Carrier in relation to the performance of its obligations under this Agreement; or
- 9.2.1.6 increasing the payments the Contract Carrier is required to make in relation to any of its obligations under this Agreement (each of which is referred to as "**Increased Costs**"), after taking into account any input tax credits to which the Contract Carrier is entitled to or any liability for the Contract Carrier to recover any increased cost from another person.
- 9.2.2 If the Principal Contractor or the Principal Contractor's Representative believes that the Contract Carrier has or will incur Decreased Costs, it may provide the Commission with information stating the nature of the relevant GST Change and detailing what the Principal Contractor considers the effect of that GST Change is on the Contract Carrier's costs, receipts or payments.
- 9.2.3 The Principal Contractor may claim a reduction in consideration (excluding any GST) for the proportion of any decreased cost, increased receipt or decreased payment that directly relates to Decreased Costs (after taking account any increased costs).
- 9.2.4 The Contract Carrier:-
- 9.2.4.1 agrees the consideration payable by the Principal Contractor shall be reduced from the date determined by the Commission by any amount which is determined as reasonable by the Commission to compensate the Principal Contractor for the Decreased Costs.
- 9.2.4.2 or the Contract Carrier's representative or the Union may dispute the Principal Contractor's claim.
- 9.2.4.3 agrees that the Contract Carrier; the Contract Carriers representative or the Union as appropriate shall provide to the Commission such information as is necessary to make a reasonable determination of the effect of the GST Change on the Contract Carrier's costs, receipts or payments.
- 9.2.5 If the Contract Carrier reasonably determines that the Contract Carrier has or will incur Increased Costs due to a GST change, it may provide the Commission with information stating the nature of the relevant GST Change and detailing what the Contract Carrier considers the effect of that GST Change is on the Contract Carrier's costs, receipts or payments.



9.2.6 In completing the process as outlined in 9.2.5 of this Clause, the Contract Carrier may claim a increase in consideration (excluding any GST) for the proportion of any increased cost, decreased receipt or increased payment that directly relates to Decreased Costs (after taking account any increased costs).

9.2.7 The Principal Contractor:-

9.2.7.1 Agrees, the consideration payable by the Principal Contractor under this Agreement shall be increased from the date determined by the Commission by any amount which is determined as reasonable by the Commission to compensate the Principal Contractor for the Increased Costs.

9.2.7.2 or the Principal Contractor's representative or the Union may dispute the Contract Carrier's; the Contract Carrier's representative or the Union's claim.

9.2.7.3 Agrees the Principal Contractor and/or the Principal Contractor's representative shall provide such information to the Commission as is necessary to make a reasonable determination of the effect of the GST Change on the Contract Carrier's costs, receipts or payments.

9.2.8 In spite of this sub-clause 9.2, it is agreed that the parties shall comply with all necessary requirements of Part VB of the Trade Practices Act 1974 and the Price Exploitation And A New Tax System Principals And Guidelines (as varied and/or amended).

9.3 For the purposes of clause 9, "**GST Change**" means:

9.3.1 The introduction of a GST or a change in the **GST Law** or

9.3.2 The abolition of or a change in any other tax, duty or statutory charge accompanying or undertaken in connection with the introduction of a GST or a change in the GST Law and as referred in the Part VB of the Trade Practices Act 1974 and the ACCC Price Exploitation And A New Tax System Principals And Guidelines (as varied and/or amended)



10. GOODWILL/PREMIUMS

- 10.1 The Contract Carrier acknowledges that it has not paid the Principal Contractor or any third party any amount in respect of goodwill or as a premium for work (however described).
- 10.2 The Contract Carrier acknowledges that any goodwill associated with or attached to work to which this Contract relates is solely the goodwill of the Principal Contractor.
- 10.3 The Contract Carrier acknowledges and warrants that it has no right or entitlement whatsoever to assign, sell or transfer to any other person any alleged goodwill or premium associated with the Contract Carrier's vehicle or the performance by the Contract Carrier of the Services under this Contract.

11. INSURANCES

- 11.1 This Contract is made on the understanding that it shall be the responsibility of the Contract Carrier :-
- (a) to obtain and maintain a public liability insurance policy for an amount of \$5,000,000 or as otherwise required by legislation in respect of any liability incurred by the Contract Carrier in supplying the services hereunder to the Principal Contractor. Such insurance policy must cover all aspects of the Services provided;
 - (b) to obtain and maintain insurance sufficient and available to cover the Contract Carrier's obligation under clause 2.10 (b); and
 - (c) If the Contract Carrier is an incorporated entity, to take out and maintain a Workers Compensation Policy for all workers engaged by the Contract Carrier in connection with the provision of the Services.
- 11.2 The Contract Carrier shall take out a third party and comprehensive motor vehicle insurance policy.
- 11.3 The Contract Carrier shall forward to the Principal Contractor copies of all insurance policies effected by the Contract Carrier as required by this clause 11.1 together with copies of all certificates of currency and/or renewal acknowledgments issued from time to time.



12. DAYS ON WHICH SERVICES ARE TO BE PROVIDED:

The Contract Carrier must provide:

- 12.1 Unless otherwise agreed, the Contract Carrier's Vehicle and Nominated or Replacement Driver must be ready, willing, able and available for at least 222 week days per annum on the days the Principal Contractor makes generally available courier and local pick up and delivery services to its customer base;
- 12.2 It is the responsibility of the Contract Carrier to provide services on all days not declared as Public Holidays, between Monday and Friday inclusive, except as otherwise stated. Subject to clause 12.3 and Schedule 3 of this Contract, the Contract Carrier shall commence supplying Services at a time specified by the radio room or by a person in authority, and may cease supplying Services ten (10) hours after that time (not inclusive of a break in the continuity of Services provided by the Contract Carrier enabling the Contract Carrier or the Contract Carrier's personnel to take a meal break).The Contract Carrier shall commence providing Services at a time on or after 6.00a.m and cease providing Services no later than 7.00p.m.
- 12.3 Circumstances may arise where the Contract Carrier elects to provide Services before 6.00a.m. and/or after 7.00p.m..Where a Contract Carrier elects to provide services outside of the Service times nominated above, the Contract Carrier shall unless otherwise agreed still be required to supply Services as noted above.
- 12.4 The Contract Carrier and the Principal Contractor shall discuss and agree on the days services shall be provided by the Contract Carrier to the Principal Contractor. Such discussion and agreement shall ensure that the Contract Carrier is able to provide Services to the Principal Contractor on 228 week days each calender year. Agreement of either party shall not be unreasonably withheld.
- 12.5 In providing services to the Principal Contractor, the Principal Contractor and the Contract Carrier may agree that the Contract Carrier is not required to maintain services for a continuous period during the course of the day (eg. The circumstances as noted in sub-clause 12.2 of this clause). In such circumstances, the Contract Carrier shall not receive any fees for service for any such period when the Contract Carrier does not perform the services required by the Principal Contractor. If the Contract Carrier and the Principal Contractor agree to a long term variation of this clause, such variation must be in writing and the Contract Carrier must be allowed any reasonable request regarding the involvement of a representative including a representative of the Union.



13. TERMINATION OF CONTRACT

- 13.1 This Contract may be terminated by either party giving four (4) calendar weeks notice of intention to terminate this Contract at any time during the term of the Contract.
- 13.2 If the Contract Carrier has committed a fundamental breach of this Contract or otherwise repudiated this Contract, this Contract shall be suspended, and an inquiry by the Principal Contractor shall be held within one (1) working day, or as soon as practical if that is not possible, with the Contract Carrier and/or the Contract Carrier's representative including a Union Representative. If fundamental breach or other repudiatory conduct is not established by the Principal Contractor prior to the conclusion of the Principal Contractor's inquiry, the Contract Carrier shall be compensated for all fees the Contract Carrier would normally charge the Principal Contractor and this Contract shall resume. If that fundamental breach or other repudiatory conduct is established the Contract shall immediately terminate unless clause 5.5(b) applies and is complied with by the Contract Carrier.
- 13.3 Where the conduct of the Contract Carrier or its Nominated or Replacement Driver falls within the list below, such actions shall constitute a "fundamental breach" for the purposes of this Contract:-
- (a) Consuming alcohol immediately before or while supplying the Services pursuant to this Contract or being illegally under the influence of alcohol.
 - (b) Being under the influence of drugs (other than those prescribed by a medical practitioner for medicinal purposes provided such drugs do not carry a warning against a person operating a vehicle) while supplying the services as aforesaid;
 - (c) Being fraudulent, including, falsifying documents relating to the business of the Principal Contractor, or deliberately incorrectly stating weights, fees, hours and/or kilometres travelled;
 - (d) Being dishonest or negligent; or
 - (e) Deliberate disclosure of false information at the time of application to become a Contract Carrier;
 - (f) Deliberate disclosure of any confidential information about either the Principal Contractor or its clients whether of an identified commercial nature or not;



- (g) Being unreasonably objectionable or abusive to either the Principal Contractor or to any other person during the course of performing the obligations under this Contract. (Note: An investigation shall take place prior to Suspension of this Contract with the Contract Carrier's representatives)
 - (h) Unreasonably failing or refusing to fulfil an express and essential condition of this Contract;
- 13.4 Clause 13.3 shall not be read so as to limit or exclude any other action, which may constitute a fundamental breach of this Contract.
- 13.5 Without limiting the operation of clause 13.3 above, where the Contract Carrier fails satisfactorily to provide Services, the following process shall prevail:-
- (a) In the first instance, the Principal Contractor shall advise the Contract Carrier of a breach of this Contract.
 - (b) In the event of a subsequent breach of this Contract, the Principal Contractor shall issue a written advice to the Contract Carrier to the effect that any further breach may result in the termination of this Contract.
 - (c) In the event of a subsequent breach of this Contract, the Principal Contractor shall issue a written advice to the Contract Carrier to the effect that any further breach will result in the termination of this Contract.
 - (d) After the issuing of the written advices as noted in paragraphs (b) and (c) above, any subsequent breach of this Contract shall result in immediate termination of this Contract for Cause.
- 13.6 Upon termination of this Contract in any manner all fees for Services due and owing to the Contract Carrier shall be paid by the Principal Contractor provided that items supplied by the Principal Contractor have been returned.
- 13.7 Should the Principal Contractor decide to cease carrying on its business, six (6) calendar weeks notice of the intention to terminate shall be given to the Contract Carrier.

14. SALE OF VEHICLE

- 14.1 Where a Contract Carrier wishes to cease supplying services and terminate its engagement, the Contract Carrier must so advise the Principal Contractor after which the following provisions in this clause shall apply:



- 14.2 (a) Firstly, the Principal Contractor shall have the option to purchase the Contract Carrier's Vehicle (provided the Contract Carrier is prepared to sell the Vehicle to the Principal Contractor) in accordance with paragraph (b) or to permit the termination of this Contract without purchasing the Vehicle in accordance with paragraph (c).
- (b) If the Parties agree that the Principal Contractor will purchase the Vehicle, the Principal contractor shall purchase the Vehicle at its Retail Market Value as a mechanical device. The Contract Carrier shall have no right or power whatsoever to include any goodwill in the negotiation of the sale price. It is further acknowledged that any goodwill is the goodwill of the Principal Contractor.
- (c) If the Principal Contractor decides only to permit the termination of this Contract without purchasing the Vehicle of the Contract Carrier, or if the Contract Carrier does not make the Vehicle available for purchase by the Principal Contractor, then this Contract shall be deemed terminated.
- 14.3 In spite of anything else in this clause, payments required to be made by the Principal Contractor under this clause shall only be made on receipt by the Principal Contractor of a Deed of Release executed by the Contract Carrier in terms satisfactory to the Principal Contractor and receipt by the Principal Contractor of a Solicitor's Certificate certifying that the Deed of Release has been fully explained to the Contract Carrier by an independent practicing Solicitor. In this regard the documentary requirements of the Principal Contractor at the commencement of this Contract are contained in Schedule 4.
- 14.4 The Contract Carrier shall have no right or power whatsoever to assign or transfer any goodwill. It is further acknowledged that any goodwill is the goodwill of the Principal Contractor.
- 14.5 The concept of sale of Vehicle or any derivative expression means, for the purpose of this Contract, the process described in this clause and does not include for the purpose of this clause or for any other purpose the Contract Carrier exchanging or replacing Vehicle to continue providing Services to the Principal Contractor.



15. SETTLEMENT OF INDUSTRIAL DISPUTES

In the event of an industrial dispute:

- (a) The Contract Carrier's representative and/or the delegate shall negotiate with the appropriate Manager or Supervisor of the Principal Contractor;
- (b) If negotiations are unsuccessful, a "cooling off" period of twenty four (24) hours shall be observed before further action is taken by either party;
- (c) If the dispute is not resolved, the Union organiser shall take the matter up with the Principal Contractor or his nominee;
- (d) If negotiations are unsuccessful the parties shall take the matter to the Commission for resolution;
- (e) At all times, whilst these steps are being pursued the Contract Carrier shall supply the Vehicle to the Principal Contractor in accordance with the terms and provisions of this Contract.

16. WAIVER

- 16.1 The failure, delay or relaxation by a Party in exercising any power or right under this Contract does not operate as a waiver of that power or right. The exercise of a power or right does not preclude any other or further exercise of it or the exercise of any other power or right under this Contract.
- 16.2 A power or right may only be waived in writing, signed by the party to be bound by the waiver. The waiver of a breach of any provision of this Contract does not constitute a waiver of any prior, concurrent or subsequent breach of this Contract.



17. CONFIDENTIALITY

- 17.1 The Contract Carrier acknowledges that the property of the Principal Contractor includes, and will at all times include, all confidential information and all records, documents, accounts, customer lists, computer disks, computer programs, computer tapes and other computer media, correspondence and letters, manuals, materials and papers of every description, including all copies or extracts, within the Contract Carrier's possession or control relating to the affairs or business of the Principal Contractor and belonging to the Principal Contractor which may come into the Contract Carrier's possession in the course and by reason of the provision of any Services under this Contract, whether or not they were originally supplied by the Principal Contractor.
- 17.2 Whether during the performance of the Services under this Contract or at any time thereafter, the Contract Carrier hereby undertakes not to use or disclose to any person any confidential information of or relating to the Principal Contractor with which the Contract Carrier has come into contact as a result of this Contract or the provision of Services under this Contract or any trade or business secret of which the Contract Carrier becomes aware of while engaged in any capacity and the Contract Carrier will endeavour to prevent the use or disclosure of any such information to or by third parties.
- 17.3 The Contract Carrier shall ensure that the Nominated Driver and any Replacement Driver comply with this clause.

18. DEFINITIONS

- (a) In this document: -

"Bank Runs" means the performance of a regular and routine contract of carriage which in the main relates to the picking up and/or delivering of goods for banks, financial institutions and /or other organisations including or similar to the TAB and the Lotteries Office.

"Cause" means fundamental breach of this Contract, repudiator conduct or providing unsatisfactory levels of services after (in the case of the last of these) having all reasonable opportunity to correct the identified shortcomings.

"Commission" has the meaning given to that expression by the Act.

"Contract" means this Contract (as varied from time to time) including the Schedules to this Contract and the documentation referred to in Clause 2.6 of this Contract.

"Contract Carrier's Representative" includes any nominated and/or elected union official, delegate and/or co-delegate.

"Contract of Carriage" has the meaning given to that expression by the Act.

"Exclusive Hire" means contracts of carriage which on any day are performed by the Contract Carrier exclusively for one client of the Principal Contractor or for the Principal Contractor in respect of Express Road/Air Freight Work (as defined) or Bank Runs (as defined).

"Express Road/Air Freight Work" means the transportation of goods generally from places within, to places outside, the County of Cumberland, and vice versa, generally, but not exclusively, on an overnight basis and using a transportation system commonly known in the transport industry as "Freight Consolidation" and by means of interstate, intrastate and/or metropolitan road and/or air freight services.

"GST" means a tax, levy, duty, charge or deduction, imposed by or under a GST Law.

"GST Invoice" means a tax invoice under GST Law.

"GST Law" means the same as in the A New Tax System (Goods & Services Tax) Act 1999 or any other law amending, varying or operating in lieu of A New Tax System (Goods & Services Tax) Act 1999.

"Goods" means materials and substances of all descriptions and includes documents, packages, property, parcels or articles of any kind or description.

"New Vehicle" means a vehicle agreed by the Principal Contractor in writing and in advance of acquisition, and acquired from a licensed new vehicle dealer without any intermediate operators and acquired at a Price.

"Nominated Driver" refers to the person or persons nominated as a driver by the Contract Carrier.

"Party" means the Principal Contractor the Contract Carrier, as applicable.

"Principal Contractor" means TNT Australia Pty Ltd trading as Ansett Couriers or any other business/trading name which may apply from time to time.

"Replacement Driver" refers to the person or persons nominated as replacement driver by the Contract Carrier.

"Retail Market Value" shall be determined by averaging 3 written assessments from licensed motor vehicle dealers, one of which is selected by the Principal Contractor, one of which is selected by the Contract Carrier and one of which is selected by both Parties in concert (or failing agreement, selected by application of the Settlement of Disputes Procedure in this Contract). Retail Market Value will includes any GST applicable.

"Second Hand Vehicle" means a Vehicle as referred to in clause 6.6 of this Contract.



“Services” means all duties associated with any Contract of Carriage involving the collection and delivery of Goods from time to time and between such places in a timely and effective manner as required by the Principal Contractor in accordance with this Contract, including but not limited to:

- Courier jobs;
- Express Road/Air Freight Work;
- Exclusive Hire jobs;
- Bank Runs;
- loading Goods onto and unloading Goods from the Contract Carrier’s Vehicle;
- removing and placing Goods on and off a conveyor or a like system;
- sorting and checking Goods against consignment notes;
- verifying all consignments for damage, shortage or dangerous Goods (and advising the Principal Contractor of any non-conformance);
- ensuring the safe loading and the protection and security of Goods at all times during the provision of the Services;
- delivery of consignment notes, satchels or any other Principal Contractor stationery, which a customer may require from time to time;
- the pick up of money and/or cheques on behalf of the Principal Contractor from clients/customers;
- using radio equipment and all other types of equipment and technology;
- completing paperwork and documentation including consignment notes and customs declarations, including ensuring that the customer signs the documents and the Driver also signs dates and completes relevant documents prior to departing the customers premises;
- all other incidental or related tasks (including the tasks to which the procedures referred to in subclause 2.6 of the Contract relate); and/or



- the promotion and advertising of the Principal Contractor's brand name by the Contract Carrier:
 - (i) providing a Vehicle with the Principal Contractor logo and/or in the Principal Contractor corporate livery;
 - (ii) ensuring the driver of the Contract Carrier's Vehicle wears the appropriate uniform with the Principal Contractor logo as provided by the Principal Contractor from time to time. (Note: The current arrangements with respect to uniforms shall vary only after consultation with the Contract Carrier's representatives.), and;
 - (iii) ensuring that the image of the Principal Contractor logo and corporate livery is presented consistent with Principal Contractor's corporate identity policy.

In clause 9 of this Contract, "**Supply**" and "**Supplied**" means the same as in the GST Law.

"**TWU**" means the union acting as an agent on behalf of the Contract Carrier.

"**Terminal**" means the terminal or terminals nominated by the Principal Contractor from time to time. The Principal Contractor may nominate more than one location to be a terminal at any one time. At the commencement of this Contract, there are 2 terminals located in Sydney.

"**Union**" means the Transport Workers Union of Australia, New South Wales Branch.

"**Vehicle**" means a vehicle of a type and age and with mechanical and carrying specifications being a vehicle supplied by the Contract Carrier for the purpose of the Principal Contractors' operations under this Contract and the term includes any replacement vehicle. Where there is a reference in this document to a Vehicle being of a certain "Years of Age" the Years of Age of the Vehicle shall be calculated in accordance with this subclause.

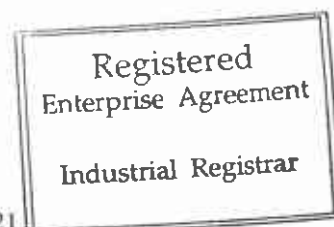
- (i) The primary reference point for determining a Vehicle's Years of Age is the year of first registration. For example, if a Vehicle was first registered on 30 June 1994 then, subject to (ii), it will be taken on 1 July 1999 to be 5 Years of Age.
- (ii) There is one exception to this in a situation where there is a difference between the year of manufacture of the Vehicle and the year its first registered. If there is a difference between the year of first registration and the date of manufacture, the Vehicle's Years of Age shall be measured as from its date of first registration. For example, if the date of manufacture of the Vehicle mentioned in (ii) had been 30 June 1993 and its date of first registration was 30 June 1994 its Years of Age would be measured as from 30 June 1994 with the result that, as at 1 July 1999, it would be also 5 Years of Age.



SCHEDULE 1

The required configurations and specifications of the Contract Carrier's vehicle shall unless otherwise agreed be as noted below:

Category of Vehicle	Configurations & Specifications
1 tonne vehicle	<p>The vehicle supplied shall be a medium to long based white vehicle with a deadweight carrying capacity of less than 2 tonnes. The vehicle shall:</p> <ol style="list-style-type: none"> 1. have fully incorporated within the body of the vehicle the driver's compartment behind which the freight compartment shall be located, or; 2. be a table top with at least 1 metre high mesh gates and waterproof canvas tarpaulins capable of carrying one full-sized pallet and being able to be securely padlocked or; 3. have a pantechnicon fitted with a roller shutter or double metal-sheeted doors capable of being securely padlocked and being able to carry one full-sized pallet. <p>All doors on the vehicle shall be capable of being locked. The vehicle shall be painted, decaled, signwritten and/or the Contract Carrier shall be provided with a magnetic sign in the Principal Contractor's livery and/or logo. The quality of the work is to be of an acceptable quality and agreed after consultation by both Parties. It is further agreed that where the Principal Contractor determines that the specifications and the configurations require variation, the Principal Contractor and the Contract Carrier will hold discussions to consider varying the configurations and specifications in this Schedule.</p>



SCHEDULE 2
FEEES FOR SERVICES
EFFECTIVE 15/1/99

1. FEES FOR SERVICES

The following fees for services shall be paid by the Principal Contractor to all Contract Carriers performing jobs pursuant to this Agreement:

(a) **ECONOMY SERVICE**

Class of Contract of Carriage	Flagfall	Per Additional Call	Excess Time (per 5 mins)	Km Rate
Adopted Unit rate = \$0.215	\$	\$	\$	\$
			After 10 mins	Min 2km 0.86
(i) Documents and Small parcels-				
Up to 25 kgs	3.01	3.01	1.51	0.43
Above 25 kgs				
26 - 50 kgs	4.30	3.01	1.51	0.43
51 - 75 kgs	5.16			
76 - 100 kgs	6.02			
101 - 125 kgs	6.88			
126 - 250 kgs	7.74			
			After 30 Mins	
(ii) Taxi Truck (1)				
251 - 500 kgs	13.98	3.01	1.51	0.43
501 - 1000 kgs	15.05			Min 2km 0.86
1001 - 1500 kgs	17.20			
1501 - 2000 kgs	19.35			
(iii) Taxi Truck (2)				
2001 - 4000 kg	30.10	3.01	2.26	0.65
4001 - 4500 kg	42.14			Min 2km 1.30
(iv) City Courier				
	4.30			



(b) FIRST CLASS AND BETWEEN THE HOURS OF 6.00pm - 12.00am & 6.00am - 7.00am

Class of Contract of Carriage	Flagfall	Per Additional Call	Excess Time (per 5 mins)	Km Rate
Adopted Unit rate = \$0.215	\$	\$	\$	\$

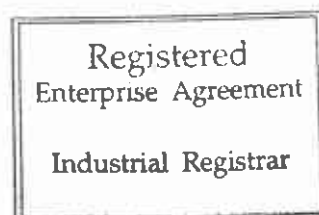
After 10 mins
Min 2km 1.72

(i) Documents & small parcels

Up to 25kgs	6.02	6.02	1.51	0.86
Above 25kg				
25 - 50kgs	7.31	6.02	1.51	0.86
51 - 75kgs	8.17			
76 - 100kgs	9.03			
101 - 125kgs	9.89			
126-250kgs	10.75			

After 30 mins

(ii) Taxi Truck (1)		6.02	1.51	0.86
251 - 500 kgs	16.99			
501 - 1000 kgs	18.06			Min 2km
1001 - 1500 kgs	20.21			1.68
1501 - 2000 kgs	22.36			
(iii) Taxi Truck (2)		6.02	2.26	1.30
2001 - 4000 kg	60.20			
4001 - 4500 kg	43.91			Min 2km 2.60



(c) JET & BETWEEN THE HOURS OF 12.00AM - 6.00AM

Class of Contract of Carriage	Flagfall	Per Additional Call	Excess Time (per 5 mins)	Km Rate
Adopted Unit rate = \$0.215	\$	\$	\$	\$
			After 10 mins	Min 2km 2.58
(i) Documents & small parcels				
Up to 25kgs	9.03	9.03	1.51	1.29
Above 25kgs				
25 - 50 kgs	10.32	9.03	1.51	1.29
51 - 75 kgs	11.18			
76-100 kgs	12.04			
101-125 kgs	12.90			
126-250 kgs	13.76			
			After 30 mins	
(ii) Taxi Truck (1)				
251 - 500 kgs	20.00	9.03	2.26	1.29
501 - 1000 kgs	21.07			Min 2km 2.58
1001 - 1500 kgs	23.22			
1501 - 2000 kgs	25.37			
(iii) Taxi Truck (2)				
2001 - 4000 kg	90.30	9.03	2.26	1.95
4001 - 4500 kg	46.92			Min 2km 3.90



(d) HOURLY (EXCLUSIVE HIRE) RATES-\$20.24 per hour from point of commencement, plus a Flag-Fall of 30 mins.

The fees for services of \$30.36 per hour shall be paid for each hour services are provided between Midnight and 0600 hours.

To be paid in 15 minute increments rounded up to the nearest 15 minutes.

(e) FUTILE CALL-\$4.30

(f) OUT OF AREA JOBS-Ad-hoc Contracts of Carriage which require a pick-up and/or delivery outside the County of Cumberland As per "JET" rates

(g) SPEEDY MESSAGES-\$7.74

(h) CHEQUE DEPOSITS-\$10.76

(i) RUNNING-Will be paid the appropriate fees for services per kilometre where it is reasonable to presume that the driver would be financially disadvantaged by being directed to travel more than 8 kilometres to pick up a job.

(j) CHEQUE SPECIALS-\$4.96-Cheque collections within the Sydney Metropolitan area anytime during business hours and return to any Ansett Air Freight Depot by end of trading.

(k) SYDNEY HARBOUR BRIDGE TOLLS-To be paid for by the Principal Contractor.

(l) JOBS ON SATURDAYS, SUNDAYS AND PUBLIC HOLIDAYS, (Including after hours Monday - Friday i.e. 7.00 p.m. - 7.00 am).

- Ad-Hoc jobs as per Schedule 2 (excluding Economy rates).
- Hourly (Exclusive Hire) fees of \$30.36 per hour on Saturday will apply. Rate from point of commencement, plus a Flag-Fall of 30 mins. To be paid in 15 minute increments rounded up to the nearest 15 minutes.
- Hourly (Exclusive Hire) fees for Sunday and Public Holidays to be negotiated. To be paid in 15 minute increments rounded up to the nearest 15 minutes.

2. BENCHMARK FIGURE AND METHOD OF ADJUSTMENT -

The benchmark figure is the "Actual Unit Rate" provided for in Schedule 2 of Transport Industry - Courier and Taxi-Truck Contract Determination.

The benchmark figure as at December 1998 was 21.5 cents

The fees for services set out in this Schedule shall be adjusted from the same date and by the same percentage amounts as changes to the benchmark figure.



SIZES AND WEIGHTS

EC / FC / JET

0 - 125kgs

0 – 0.5 cubic metre

1-2 pcs up to 1.8 metres long

ET / FT / JT

126- 250kgs

0.5 - 1 cubic metre

3 or more pcs 1.2 up to 1.8 metres long

Small Skid - Hand load

ET1 / FT1 1 JT1

251 - 500 kgs

1- 2 cubic metres

1-2 pcs 1.8 - 2.4 metres long

1 Skid or 1 Pallet - Fork Load

ET2 / FT2 / JT2

501 1000 kgs

2 -4 cubic metres

3 or more pcs 1.8 - 2.4 metres long

2 Skids or Large Pallet (over 500kgs)

ET3 / FT3 / JT3

1001 - 1500 kgs

4 - 6 cubic metres

1-2 pcs 2.4 - 3 metres long

3 Skids

1 Pallet + 1 Skid

ET4 / FT4 / JT4

1500- 2000kgs

6 - 8 cubic metres

3 or more pcs 2.4 - 3 metres long

2 Pallets (under 2000kgs)

ET5 / FT5 1 JT5

2000 - 4000 kgs

8 - 16 cubic metres

Pces over 3m long

4 or more Skids

2 or more Pallets over 2000 kgs

1 cubic metre = 250kg

Registered
Enterprise Agreement
Industrial Registrar

3. ADDITIONAL FEES FOR SERVICES

3.1 The Contract Carrier may charge the following Fees for Services to the Principal Contractor when the Vehicle is being replaced in accordance with clause 6 of this Contract or if this Contract is terminated subject to the following:

- a) Where the Contract Carrier has the Vehicle painted and relevant signage affixed, or has the Vehicle painted a neutral colour and made good, or has equipment supplied by the Principal Contractor removed from the Vehicle, the Contract Carrier may charge the Principal Contract Carrier reasonable and pre-agreed fees to cover the cost of such work.
- b) Provided that the Principal contractor may choose instead to arrange for the painting and/or making good of the Vehicle on the basis of no cost to the Contract Carrier, including the provision of magnetic signs. The Principal contractor shall not be obliged to pay any fees or take any steps in connection with preparatory work (i.e. the removal of rust, dents and other such work) performed prior to the painting or making good of the Contract Carrier's Vehicle.

3.2 In addition to the fees for services pursuant to Schedule 2 of this contract, the Principal Contractor shall make superannuation contributions to the TWU Superannuation Fund on behalf of the Contract Carrier in the amounts prescribed in the Transport Industry – Courier and Taxi Truck (Superannuation) Contract Determination as varied from time to time. (currently \$7.60 per day for vehicles or \$7.30 per day for bikes). The payment of any such contributions shall be in lieu of any contributions made to the Contract Carrier prior to the making of the Transport Industry – Courier and Taxi Truck (Superannuation) Contract Determination. Where the Contract Carrier does not provide services in excess of 22 working days in a calendar year (as referred to in Clause 12.2) , the Principal Contractor shall cease providing the additional \$7.60 or \$7.30 per day (as the case may be) for days in excess of 22 working days (as referred to in Clause 12.2).

3.3 If the Contract Carrier is unincorporated, arrangements that apply to the Contract Carrier for the recovery of the cost of providing workers compensation insurance for the nominated driver shall continue to apply.

3.4 If the Contract Carrier is an incorporated entity the Principal Contractor shall increase the fees for services by a gross flat amount to recover the cost of any workers compensation premium paid by the Contract Carrier to cover the nominated or substitute driver. The increase in the fees for services shall be to a maximum of the industry standard premium percentage applied to the labour component of the fees for services declared as wages to an insurance company and used for the purpose of calculating the premium payable by the Contract Carrier to an insurance company. The additional fees for services referred to in this clause shall only be payable to the Contract Carrier on the Contract Carrier satisfying the Principal Contractor that the Contract Carrier has incurred cost for a workers compensation policy as noted herein.



SCHEDULE 3

ANSETT COURIERS RADIO PROCEDURE

There will be a basic two call, free call, proceeding system with the operator dispatching jobs in a prompt and efficient manner, including his option to allocate jobs if necessary.

SERVICE REQUIRMENTS

ECONOMY

A 90 minute delivery service from allocation of booking and subject to a 30 Km radius from pick up.

FIRST CLASS

A 60 minute delivery service from allocation of booking and subject to a 30 Km radius from pick up.

- JET

Picked up by the first available car and carried Non-Stop with a proof of delivery given upon drop. Any pick – up longer than call times or delay in transit must be notified to the operator.

ANSETT COURIERS RADIO PROCEDURE

1. ORDER OF ALLOCATION

This refers to the order which the Radio Operator allocates called jobs, based on the jobs you currently hold as well as your position at the time of the call. The order shall be;

- (a) Proceeding Car.- A car that is currently holding jobs which will travel in the same direction as the job being called.
- (b) Longest Vacant Car.- A car that has called the Radio Operator "Vacant" in a suburb and is recorded on a 'Vacant List' before other drivers in the same area.
- (c) Dropping Car.- A car holding jobs that are not proceeding but will allow pick-up within the call time.

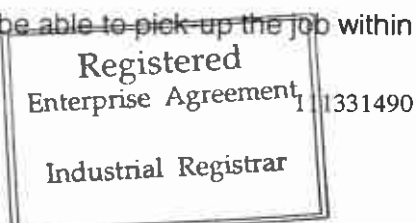
2. CALL TIMES

(a) First Call

Cars calling on the First Call must be capable of picking up the job within ten(10) Minutes from allocation. They must also be able to complete the job via the most direct route (straight line) within the stated service time.

(b) Cover Call

Cars calling on the Cover Call must either be able to pick up the job within 20 minutes or a time offered when calling.



3. FIRST CALL JOB LIMIT.

Cars calling on First Call may be holding a maximum of three (3) jobs only. **(Please note one (1) First Class job equals two (2) jobs)**. Cars on Exclusive Hourly Hire, as specified, will be ineligible to call on First Call. Motorbikes may hold unlimited (within reason) jobs within the exclusive bike area, however are bound by the same rules as cars in the extended bike area.

4. EXCLUSIVE HIRE

When a car is booked on an Exclusive Hire basis he/she cannot call on the first call until such time as the run has been completed and the Operator has been informed of completion times of the run. He/she may, however, offer times on the covering call.

5. OVERNIGHT JOBS (i.e., a.m. drops) where applicable

Any driver who picks up jobs throughout the afternoon that is called as an A.M. drop and is authorised by the Radio Operator, must effect delivery prior to 9.00 a.m. the next working day on all occasions unless specifically instructed by the Radio Operator.

6. OUT OF AREA JOBS - As per 1A. (Jet Rate)

NOTE: Any driver winning such a booking with permanent jobs later that day must be able to return to the Sydney Metropolitan Area within 1 hour of their run or commitment starting and advise the Operator of his/her return.

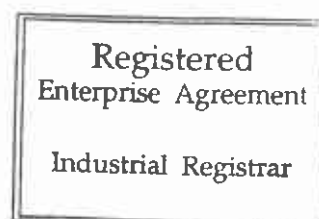
7. VACANT LIST.

To be considered 'Vacant', a car must call and be registered by the Radio Operator on the 'Vacant List'. Radio operators must at all times endeavor to keep the 'Vacant List' current and at all times list cars in the order in which they call 'Vacant'.

If a car intends to move to another suburb the Radio Operator must be informed. Cars improving their location by moving to another suburb when vacant shall be placed behind other cars dropping in that suburb whilst en-route.

Cars must state the suburb which they are vacant in when signing on in the morning and inform the Radio Operator if moving as above.

Cars Vacant and not registering as such will be considered the 'dropping car' until registered as vacant.



8. START AND FINISH.

- All drivers must advise the Radio Operator of commencement and finish times on a daily basis. Any driver unable to provide services on any day must inform the, Fleet Manager. The contract carrier shall not cease performing contract(s) of carriage on any day without first notifying the principal contractor, or the radio operator, of the contract Carrier's intention so to do, and to co-operate with the principal contractor in arranging for the completion of any contract(s) of carriage already commenced by the contract carrier, but not completed, or the reallocation of any contract(s) of carriage, previously agreed by the contract carrier to be undertaken but not yet commenced.

9. JOB SHEET ENTRIES AND CHARGES

Any driver claiming weight surcharges, waiting time, Exclusive Hire charges etc. must where possible have the relevant job title reference number and excess charges either initialled or signed by the client or agent.

10. SNIPING AND TOUTING.

(i.e. taking a booking not allocated to you and touting or soliciting clients for jobs)

(a) SNIPING

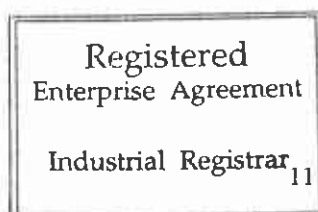
Knowingly taking a booking not allocated to you will not be tolerated under any circumstances.

(b) TOUTING FOR JOBS

The only time a driver may tout or solicitor jobs from a client is by first receiving permission from the Radio Operator. Unauthorised touting will not be tolerated and the offending driver will not receive fees for any job(s) touted.

11. GENERAL

- (a) The principle of Two-On , Move-On" will apply. This simply means that once a car has two (2) jobs (1 First Class) on board they must move off in the direction of their jobs, unless allowed to hold by the Radio Operator.
- (b) A rank area which includes mascot and adjoining suburbs will exist. Cars wishing to call on the rank must be vacant and in the confines of these suburbs. Jobs booked from these suburbs will be called First Call, then will be allocated from the rank (in descending order). Cars must nominate which suburb they are vacant in, as normal rules apply for jobs booked outside the rank area.
- (c) Where two cars are proceeding in the same direction on the same call, with similar amounts of jobs of similar age, the car with jobs proceeding closer to the called job's destination suburb will win the job. If this does not separate them (i.e. both dropping or proceeding through the same or adjoining suburb), then locations will be measured.



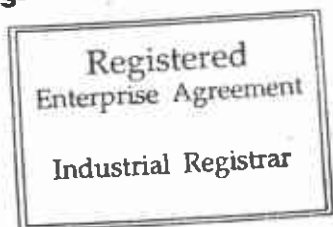
- (d) Radio Operators will allocate jobs on First Call in a straight line only. On Cover Call, jobs will be allocated in a straight line or shallow arc and only as a last resort will wide splits be allowed. A straight line means; 'the closest road route to a line drawn between two suburbs with a maximum deviation of one (1) suburb either side'.
- (e) On Cover Call, cars will only be considered proceeding on jobs that are a maximum of one (1) suburb behind them. Cars may only run back one (1) suburb unless unopposed.
- (f) Cars are considered proceeding upon allocation of a booking.
- (g) Cars with permanent commitments will be considered proceeding towards the point of pick-up 60 minutes prior to booking time.
- (h) Cars with late 'back-by' freight will only be considered proceeding for 90 minutes from allocation.
- (i) Return bookings and Follow On are considered as one booking, although cars may only be considered proceeding in one direction at a time.
- (j) Drivers must inform Radio Operators before leaving and upon entering channels. when calling on channel the car's position and commitments must be stated.
- (k) The Motorbike 'exclusive' area includes the City of Sydney and directly adjoining suburbs plus Glebe, North Sydney, Milsons Pt and Kirribilli.
- (l) Radio Operators may allocate jobs to any suitable car in an effort to maintain service standards, especially to cars calling on unpopular jobs unopposed and vacant cars over cars with aged jobs on board.
- (m) From time to time customer service requirements may require the above procedures to be varied for one particular job. in the event that this occurs the Radio Operator will state the reasons why.
- (n) Deliberate breaches of the above Radio Procedures will result in disciplinary action.
- (o) Radio Room – At no time are drivers to frequent the Radio Operator's booth, either inside or outside of working hours.



12. ANSETT COURIERS PENALTIES FOR BREACHING SCHEDULE 3 OF THIS CONTRACT

Despite clause 13.5 of this Contract, the following penalties for breaching Schedule 3 shall apply:-

- (a) **Calling Procedures-** First Occasion - Advise the Contract Carrier of a breach of this Contract
Second Occasion - Two Weeks Suspension of this Contract
- (b) **Deliberate Understating Of Times-** First Occasion - Advise the Contract Carrier of a breach of this Contract
Second Occasion - Two Weeks Suspension of this Contract
- (c) **Deliberate Breach Service Criteria Within Metropolitan Area -** First Occasion - Advise the Contract Carrier of a breach of this Contract
Second Occasion-Two Weeks Suspension of this Contract
- (d) **Exclusive Hire** First Occasion - Advise the Contract Carrier of a breach of this Contract
Second Occasion-Two Weeks Suspension of this Contract
- (e) **Overnight Jobs** First Occasion - Advise the Contract Carrier of a breach of this Contract
Second Occasion-Two Weeks Suspension of this Contract
- (f) **Out Of Area Jobs** First Occasion-Two Weeks Suspension of this Contract
Second Occasion-Four Weeks Suspension of this Contract
- (g) **Daily Start And Finish Times** First Occasion - Advise the Contract Carrier of a breach of this Contract
Second Occasion-Two Weeks Suspension of this Contract
- (h) **Deliberate Overstating Of Job Sheet Entries-** Fundamental Breach of this Contract and the process as referred to in clause 13.3 of this Contract shall apply



(i) Sniping And Touting For Jobs

First Occasion - Advise the Contract Carrier of a breach of this Contract

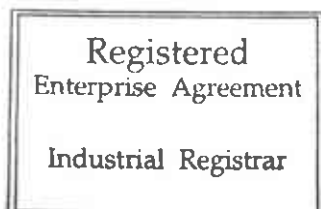
Second Occasion-Two Weeks Suspension of this Contract

(j) Consuming Alcohol During Working Hours-

Fundamental Breach of this Contract and the process as referred to in clause 13.3 of this Contract shall apply

SPECIAL NOTES:

- These procedures have been drawn up by the Principal Contractor in, conjunction with Union Representatives. The Contract Carrier shall abide by the procedures at all times.
- If the Contract Carrier does not agree with the Radio Operator's decision, the Contract Carrier shall request the Radio Operator to hold the docket out so that the matter can be dealt with at a later stage.
- Periods of suspension shall not be included for the purposes of calculating the number of working days in a calendar year as referred to in Clause 8.5 of this Contract.
- There will be no disputing jobs over the two-way radio.



SCHEDULE 4

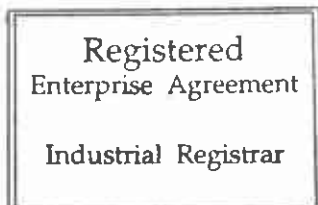
**TNT AUSTRALIA PTY LIMITED
Trading as Ansett Air Freight
Contract Carrier Release**

DEED

Date		
TNT	TNT Company:	TNT Australia Pty Limited
	ACN:	000 495 269
	Registered Address:	8 th Floor, Tower 1, TNT Plaza, Redfern, NSW, 2016
Contract Carrier	Name of contract carrier, company or other entity:	
	ACN: (if applicable)	
	Registered Office or principal place of business:	
When the contract carrier commenced providing services for TNT:		
When the contract carrier ceased providing services for TNT:		
Final gross amounts:	\$	(calculated as a gross amount)
Other Benefits:	\$	
BACKGROUND	TNT and the Contract Carrier have agreed, without either of them admitting any liability, to settle all matters between them arising out of the Contract Carrier's engagement, and the termination of the engagement in accordance with the Contract and as set out in this Document.	

TNT provides the final amount

- 1.1 TNT must provide the final amount to the Contract Carrier within seven days of receiving the executed Deed. The final gross amount shall have deducted from it any tax required to be taken out. The Contract Carrier acknowledges that the Contract Carrier has received the final gross amount, less any tax required to be deducted.



The Contract Carrier releases TNT from claims etc.

- 2.1 The Contract Carrier releases TNT from all claims, and from all liability, to the Contract Carrier arising directly or indirectly out of the engagement or the termination of the engagement.
- 2.2 This release covers all claims and liability, however described and however arising other than any claim made with respect to Workers Compensation legislation. It covers claims by, and liability to, anyone who claims through the Contract Carrier. It covers claims and liability that may arise in the future.

Final Amount Is Everything That TNT Owes The Contract Carrier

3. The Contract Carrier agrees that the final gross amount (less any tax required to be deducted) is the full amount that TNT owes the Contract Carrier, whether for commission, fees, expenses or anything else connected with the engagement. The Contract Carrier acknowledges that this Deed fully satisfies the rights (however described and however they arose) the Contract Carrier, and everyone who claims through the Contract Carrier, have or may has against TNT in connection with the engagement or the termination of the engagement.

Returning TNT's property

- 4.1 The Contract Carrier must give TNT:
 - (a) the originals, and all copies, of documents and other things it has, or can reasonably get, that belong to TNT;
 - (b) all documents that it has, or can reasonably get, that have or include information that is not in the public domain and relates to TNT's business, organisation or affairs. Specifically, this includes lists of customers and;
 - (c) any property of TNT that it has, or can reasonably get, including communications devices and security passes.
- 4.2 "Document" means anything on which information is recorded; for example, it includes computer disks and computer records.



Other acknowledgments by the Contract Carrier

5. The Contract Carrier acknowledges:
- (a) that it has had a reasonable opportunity to get independent professional legal and trade union advice about the agreement covered by this Deed;
 - (b) that TNT may use this Deed, including as a bar, against the Contract Carrier in any court or other proceedings against TNT;
 - (c) that this Deed contains the whole agreement between the Contract Carrier and TNT;
 - (d) that all previous negotiations, understandings and representations between TNT and the Contract Carrier are merged in and superseded by this Deed;
 - (e) that no oral explanation or information given by TNT or the Contract Carrier will affect the meaning or interpretation of this Deed: and
 - (f) that the terms of this Deed are, in all the circumstances, fair and reasonable.

Keeping this Deed confidential

- 6.1 The agreement between TNT and the Contract Carrier is confidential. The Contract Carrier must not disclose to anyone except its professional legal adviser or a TWU representative what it says, unless TNT first agrees in writing.
- 6.2 Clause 6.1 does not prevent the Contract Carrier disclosing information to its lawyer or accountant or where the law says that the information must be disclosed (for example, in a tax return).

Who gets the benefit of this Deed?

7. As well as TNT itself, each of TNT's related bodies corporate, and each of the officers and agents of TNT and of its related bodies corporate, have the benefit of this Deed and may independently enforce it against the Contract Carrier. "Related body corporate" means the same as in the Corporations Law.

Law

8. The law in force in New South Wales governs this Deed
9. If a court decides that any part of this Deed is not valid or not enforceable, that part of the Deed will be modified so that it is enforceable. If that part cannot be modified, it will be severed and the rest of the Deed will continue to operate.



EXECUTED as a Deed

SIGNED FOR AND ON BEHALF)
OF TNT AUSTRALIA PTY)
LIMITED by its Attorney appointed)
under Power of Attorney)

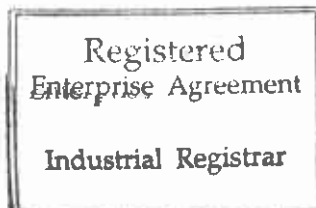
date []

Signature of Attorney

.....
Name of Witness (printed)

.....
Signature of Witness

To be executed by the contract carrier as required by law.



[Please have this Certificate typed onto your Solicitor's Letterhead]

SOLICITORS CERTIFICATE

I, *[insert name of solicitor]*, solicitor of *[insert solicitor's firm name and address]* certify as follows :

1. I have instructions to act on behalf of *[insert name of Contract Carrier]*, in connection with the execution of a Deed of Release between TNT Australia Pty Limited (TNT) and *[insert name of Contract Carrier]*.
2. Neither I nor the firm for which I work represents TNT or any of TNT's related bodies corporate.
3. On *[date]* I explained the effect of the annexed Deed of Release to the Director of *[insert name of Contract Carrier company]*, *[insert name of Director]*. In particular, I explained that the Deed is intended to extinguish any opportunity which might otherwise have existed to bring a claim of any description against TNT, TNT's related bodies corporate and each of the officers and agents of TNT in connection with the matters specified.

DATED: day of 19

.....
Solicitor

.....
Witness
Print name:

Witness
Print name:



SCHEDULE 5

STATUTORY DECLARATION

(Director or Incorporated Contract Carrier)

I, (Name)

of (Address)

Director, SAY ON OATH as follows:

1. I am a Director of Pty Ltd (ACN)
and say I am empowered to swear this declaration on behalf of
..... Pty Ltd.
2. Pty Ltd is the applicant referred to in an
application to be engaged as a contract carrier with (*insert division name*), a division
of TNT Australia Pty Limited ("TNT"), (ACN 000 495 269) dated
..... 19
3. I attended upon the offices of (*name of
solicitor's firm*) at and this
declaration and the Contract Carriers Contract was explained to me by
.....
(*name of solicitor*).
4. I am aware that prior to being engaged by TNT that
..... Pty Ltd must be approved.
5. I hereby acknowledge that neither I nor Pty Ltd
rely upon any representation or warranty made by TNT, its officers, employees,
representatives or agents in relation to the application by
..... Pty Ltd for engagement other than the matters
acknowledged and confirmed herein in the Contract.
6. I further acknowledge and agree on behalf of Pty
Ltd that TNT does not require that I, nor Pty Ltd
pay as a premium or fee any amount, directly or indirectly, to the vendor of the
vehicle in excess of the value and the vehicle as a mechanical device, or in any
other way, to secure work with TNT under contracts of carriage .
7. I hereby acknowledge that any goodwill attached to the work of the vehicle is the
goodwill of TNT .



8. I hereby acknowledge that TNT has the right to terminate its engagement in accordance with the Contract and no compensation would be payable other than as set out in the Contract (refer to clauses 13 of the Contract).
9. I hereby acknowledge and agree that neither I nor Pty Ltd will look to TNT or the vendor for any loss I or Pty Ltd may suffer in relation to the purchase price of the vehicle if TNT terminates the engagement provided the payments as specified in clauses 13 of the Contract are made.
10. I hereby acknowledge that there are few long-term agreements between TNT and its customers who can alter or terminate their carriage arrangements at short notice.
11. I have been made aware and the details have been explained to me on behalf of Pty Ltd of the terms of the Contract For Services to which I acknowledge on behalf of Pty Ltd it will be bound.
12. I hereby acknowledge that TNT will allocate work in accordance with the Contract.

Dated this day of 19

Before me:

.....
Solicitor

.....
Signature



Conditions of Appointment - Contract Carrier

CERTIFICATE

(Contract Carrier)

I, *(Solicitor)*

of, *(Address)*

Hereby certify as follows: -

1. I explained the effect of the attached Statutory Declaration by:

.....

before it was executed by him/her.

2. After I explained the contents of such declaration and Contract I witnessed the binding signature of the appropriate officer of Pty Ltd to the said Contract.

3. I am a Solicitor acting on behalf of Pty Ltd.

4. I am not a Solicitor who is a member of a partnership or employed by a partnership, a member of which is acting for TNT.

Dated this day of 19

..... *(Solicitor)*



SCHEDULE 6

THIS CONTRACT made on the.....day of1999

BETWEEN:

TNT Australia Pty Limited (ACN 000 495 269) (the "Principal Contractor");

AND

[Insert Name of the Contract Carrier]_____

(ACN number if applicable)_____)
of [Insert Address]_____

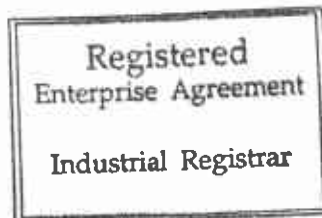
(the "Contract Carrier")

and also involves

Transport Workers' Union of Australia, NSW Branch (the "TWU")

RECITALS:

- A. The Principal Contractor carries on the business of, amongst other things, carrying goods to and from various locations (often within short/sensitive time frames). In the course of this business the Principal Contractor requires Services to be provided.
- B. The Contract Carrier has agreed to provide Services to the Principal Contractor subject to and in accordance with the terms and conditions referred to in this Contract.



Executed as a Contract

Signed for and on behalf of TNT Australia Pty Limited (ACN 000 495 269) by [an authorised person/an authorised Power of Attorney] in the presence of a witness:

Signed for and on behalf of the Contract Carrier in the presence of a witness:

IF THE CONTRACT CARRIER HAS A DIRECTOR AND A DIRECTOR/SECRETARY

Signed for and on behalf of the Contract Carrier in the presence of a witness:

.....
Signature of authorised person
Director/Secretary

.....
Sole Director/Secretary

.....
Signature of Director or
Signature of

.....
Full name of authorised person
Director/Secretary

.....
Sole Director/Secretary

.....
Full name of Director or
Full name of

.....
Signature of witness

.....
Signature of witness

.....
Signature of witness

.....
Full name of witness

.....
Full name of witness

.....
Full name of witness

.....
Date signed

.....
Date signed



SCHEDULE 7

Car #	Surname	First Name	Trading Name	Type
3	McKay	Ian	Ian McKay Transport Services	S/Trader
4	Power	Brian	Muskstep Pty Ltd	P/L
5	Lorens	Ryan		S/Trader
6	Goussis	Angelo		S/Trader
7	Von Riegen	Kurt		S/Trader
9	Jeajea	Raymond		S/Trader
10	Bownds	Terry	TGB Trust	Trust
11	Storay	James	System Pty Ltd	P/L
12	McCarthy	David	DJ & S McCarthy	Ptnrshp
13	Horton	Stephen		S/Trader
14	Balcomb	Geoffrey	Mageke Pty Ltd	P/L
15	Sowter	Neville		S/Trader
16	Curtin	Peter		S/Trader
17	Northridge	Mark	Northridge Courier Service Pty Ltd	P/L
19	Lamerton	Bradley		S/Trader
20	Hooper	Garry	Gazaine Pty Ltd	P/L
21	Wood	Brett		S/Trader
23	Lim	Jimmy	TAI Securities Pty Ltd	P/L
24	Mohole	Christian	Road Trax Express Couriers Pty Ltd	P/L
25	Pavlidis	Micheal		S/Trader
26	Kingshott	Grant		S/Trader
27	White	Patrick		S/Trader
28	Dhiacou	Chris		S/Trader
29	Lloyd-Jones	Neil		S/Trader
30	Smith	Trevor		S/Trader
31	Van Gramberg	Andre		S/Trader
32	Luxford	Glenn		S/Trader
33	Wearne	David		S/Trader
34	Difabio	Anthony		S/Trader
35	Crawford	Peter	Crawford Group Pty Ltd	P/L
36	McDonald	Darren	Darren & Lucia McDonald	Ptnrshp
37	Simonsen	Peter		S/Trader
38	Stanton	Stephen	Stanton Executive Delivery Service Pty Ltd	P/L
39	Millar	Keith		S/Trader
41	Kumar	Rajendra		S/Trader
43	Rutherford	Alex	A & DR Rutherford	Ptnrshp
44	Morrison	Brian		S/Trader
45	Milatos	Nick		S/Trader
46	Diamond	Peter		S/Trader
47	Host	Stephen		S/Trader
48	Dimovski	Micre	M & M Transport	S/Trader
49	Risk	Anthony		S/Trader
50	Wilkins	Mark		S/Trader
51	Guthrie	Colin		S/Trader
55	Crouchley	Darren		S/Trader



61	Barrios	Carlos		S/Trader
63	Stanmore	Anthony		S/Trader
64	Ward	Alan		S/Trader
65	Peaston	Kevin		S/Trader
66	Foster	David	DN & DC Foster	Ptnrshp
67	Fairbanks	John		S/Trader
68	Cowlshaw	David		S/Trader
69	Mitchell	Wayne	W & W Mitchell P/L	P/L
70	Bell	Colin		S/Trader
71	Duggan	Patrick	P & M Duggan	Ptnrshp
72	Connor	Chris		S/Trader
74	Zagas	George		S/Trader
75	Knight	Mark		S/Trader
76	Papasavvas	Aaron		S/Trader
78	Loy	Barry	BA & DL LOY	Ptnrshp
79	Gehan	Noel	NB & DE Gehan	Ptnrshp
80	Luxford	Kathy		S/Trader
82	Parker	David		S/Trader



**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA00/159

TITLE: Ansett Couriers - Sydney Contract Agreement 2000

I.R.C. NO: 00/1792

DATE APPROVED/COMMENCEMENT: 29 May 2000

TERM: 3 years

**NEW AGREEMENT OR
VARIATION: New**

GAZETTAL REFERENCE: 28 July 2000

DATE TERMINATED:

NUMBER OF PAGES: 45

COVERAGE/DESCRIPTION OF

EMPLOYEES: It shall apply to Contract Carriers engaged by the Principal Contractor to provide Services as defined in clause 18, Definitions

PARTIES: TNT Australia Pty Limited -&- Transport Workers' Union of Australia, New South Wales Branch



ANSETT COURIERS – SYDNEY CONTRACT AGREEMENT 2000

TITLE

This agreement shall be known as the Ansett Couriers – Sydney Contract Agreement 2000.

2. PARTIES TO THE AGREEMENT

The parties to this agreement are TNT Australia Pty Ltd currently trading as Ansett Couriers and the Transport Workers Union', New South Wales Branch.

3. TERM OF AGREEMENT

The Agreement shall come into effect on 29th May 2000 and shall remain in force for a period of 3 years (the "Nominal Term").

4. OPERATIVE PROVISIONS OF AGREEMENT

The operative provisions of the Agreement are set out in the Attachment.

5. DEFINITIONS

Agreement means the Ansett Couriers – Sydney Contract Agreement 2000.

Contract of Carriage has the meaning given to that expression by the Act.

Principal Contractor means TNT Australia Pty. Ltd. trading as Ansett Couriers or any other trading name that may apply from time to time.

TWU means Transport Workers Union New South Wales Branch.

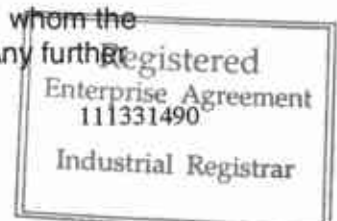
6. APPLICATION

6.1 The Agreement shall apply to Contract Carriers engaged by the Principal Contractor to provide Services as defined in clause 18 Definitions of the Attachment.

6.2 The Agreement rescinds and replaces the agreement filed with the Industrial Registrar on 20 December 1991 in accordance with section 91H of the Industrial Arbitration Act 1940 (published 271 IG at pages 1019-1041).

6.3 The parties accept that the Agreement represents the entire terms between them. Further, the TWU and contract carriers will not during the term of this Agreement, pursue any further claims for rates of remuneration or conditions, except where such claim is provided for within the terms of the Agreement. The TWU will not seek to use the Agreement as a precedent for other divisions of TNT Australia Pty Ltd, and nor will the TWU seek to apply terms applicable to other divisions of TNT Australia Pty Ltd to the persons covered by the Agreement.

6.4 At the time of the making of the Agreement the contract carriers to whom the Agreement applies are set out in Schedule 7 of the Attachment. Any further



Contract carriers engaged to perform work in accordance with the Agreement must, prior to commencement, complete all necessary documentation in accordance with clause 2.14 of the Attachment.

7. RELATIONSHIP TO CONTRACT DETERMINATIONS

The Agreement shall apply in lieu of the Transport Industry Courier and Taxi Truck Contract Determination and the Transport Industry General Carriers Contract Determination.

8. ADDITIONAL CONTRACTS

The Principal Contractor will not offer additional contracts of carriage to new Contract Carriers without prior discussions with the Contract Carriers' delegates or Union officials

9. ALLOCATION OF CONTRACTS OF CARRIAGE

The Principal Contractor shall endeavour to allocate contracts of carriage in a manner designed to give equal opportunity of earnings to all Contract Carriers operating vehicles of the same capacity under these agreements. To this end the parties have agreed to a process of allocating work and agree that contracts of carriage shall be allocated in accordance with Schedules 3 and 4 of the Attachment. In addition, the Principal Contractor agrees, where possible, that Contracts of Carriage shall be offered firstly to permanent Contract Carriers and then to Outside Hire Contract Carriers.

10. SIGNATURE SECTION

For TNT Australia Pty Ltd

For The Transport Workers' Union of Australia, New South Wales Branch



ATTACHMENT 1

Registered
Enterprise Agreement
Industrial Registrar

**CONTRACT
FOR SERVICES**

**CONTRACT CARRIER
COURIER SYDNEY**

Registered
Enterprise Agreement
Industrial Registrar

OPERATIVE PROVISIONS:

1. INDEPENDENT ADVICE

The Contract Carrier acknowledges that it has obtained professional legal advice (either through the Union or from another source independent of the Principal Contractor) prior to entering into this Contract.

2. GENERAL

- 2.1 The Contract Carrier agrees to supply for at least 222 days per calendar year the Vehicle, and the services of personnel necessary to fulfil all aspects of this Contract without limitation including the carrying of such goods as the Principal Contractor shall from time to time specify and between such places as the Principal Contractor may reasonably require.
- 2.2 This Contract applies to the provision of Services (as defined in clause 18 of this Contract) by the Contract Carrier in relation to the Principal Contractor's business.
- 2.3 This Contract commences on and from its execution, and shall remain in force for a period of 3 years, provided that this Contract shall continue to remain in force beyond 3 years until it is terminated, replaced or superseded.
- 2.4 It shall be the responsibility of the Contract Carrier to comply with all Acts, laws and regulations relating to its obligations to any employee, contractor or agent of the Contract Carrier
- 2.5 This Contract rescinds the agreement filed with the Industrial Registrar on 20 December 1991 (published 2171G at pages 1019 – 1041) and shall operate in lieu of the "Transport Industry – Courier and Taxi Truck Contract Determination" and and/or the "Transport Industry – General Carriers Contract Determination". The Contract Carrier and the Union also agree that the Section 675 Agreement between Ansett Air Freight, a Division of A.T.I. (Operations) Pty Ltd and the TWU, filed in the Office of the Industrial Registrar on 21 February 1994 or any replacement or variation of the terms of that Agreement shall have no application to the Contract Carrier.
- 2.6 The fees for Services and the other terms and conditions of the Contract have been mutually agreed between the Parties. The Contract Carrier acknowledges that it has not entered into this Contract as a result of any duress or undue influence on the part of the Principal Contractor. The Contract Carrier expressly agrees that in entering this Contract, it does not rely on any representations, whether written or oral, other than those expressly contained in this Contract.
- 2.7 This Contract (and the policies and procedure in place and implemented by the Principal Contractor from time to time including operational procedures) is the entire Contract between the Parties.



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- 2.8 This Contract may not be assigned by the Contract Carrier. The Principal Contractor may assign its rights and obligations under this Contract to another company and The Principal Contractor shall be required to advise the Contract Carrier's representatives of an impending assignment prior to any assignment.
- 2.9 Upon its termination for any reason, the obligations of the Parties relating to insurance, non-disclosure, confidentiality, indemnities, provision of assistance after termination survive and continue to apply.
- 2.10 The Contract Carrier indemnifies the Principal Contractor in respect of:
- (a) wages, taxes, charges, costs and expenses and any other payments owed to employees, contractors or agents of the Contract Carrier; and
 - (b) liability and expenses from any act by or on behalf of the Contract Carrier which is contrary to the Contract Carrier's obligations under this Contract.
- 2.11 The Contract Carrier shall not have any lien over the goods carried under this Contract.
- 2.12 The Contract Carrier shall not conduct business activities which are in direct conflict with the business activities of the Principal Contractor or which adversely impact on the Contract Carrier providing Services in accordance with this Contract. In conducting business activities beyond the scope of this Contract the Contract Carrier must ensure the logo and livery on the Vehicle are not utilised in a way which represents that the Principal Contractor is concerned in or associated with such business activities.
- 2.13 The Principal Contractor may from time to time require the Contract Carrier to provide it with copies of the following documentation: -
- a) any insurance policy referred to in clause 11;
 - b) the Contract Carriers ABN, ASC and/or ACN number; and
 - c) Prescribed Payment System or other taxation forms/certificates.
- 2.14 A Contract Carrier must, before first commencing with the Principal Contractor, supply correctly detailed and signed documentation in accordance with Schedules 5 and 6. This requirement does not apply to existing contract carriers at the commencement of this contract as listed in Schedule 7.
- 2.15 If the Contract Carrier commenced providing Services to the Principal Contractor after the 23rd August 1999, the Contract Carrier must be and remain an incorporated entity for this Contract to operate.



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3. CONTRACT CARRIER RELATIONSHIP

- 3.1 The Contract Carrier is an independent contract carrier that provides Services to the Principal Contractor under this Contract. Nothing in this Contract is intended to create an employment, agency, joint venture or partnership relationship between the Principal Contractor and the Contract Carrier (or its officers, employees or agents).
- 3.2 The Parties agree that any person employed or made available by the Contract Carrier to perform Services is solely an employee, contractor or agent of the Contract Carrier and the person concerned is not and will not be construed to be an employee, contractor or agent of the Principal Contractor.

4. SEVERABILITY

Any provision in this Contract which is held to be invalid or unenforceable is to be read down to the extent necessary 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 remaining provisions of this Contract.

5. NOMINATED DRIVERS AND REPLACEMENT DRIVERS

- 5.1 The Contract Carrier agrees that any employee supplied by the Contract Carrier pursuant to this Contract, including the Nominated Driver or Replacement Driver, shall be at all times under the control of the Contract Carrier and the Contract Carrier shall retain all normal rights, powers and responsibilities of an employer including payment of wages, termination of employment, hours of work, provision of employment entitlements and such other rights, duties and responsibilities as are imposed by law.
- 5.2 The Contract Carrier shall not engage or use the services of a Replacement Driver for the Vehicle unless the Contract Carrier has satisfied the Principal Contractor that the driver is capable and suitable to operate the Contract Carrier's Vehicle as a Replacement Driver.
- 5.3 It shall remain the responsibility of the Contract Carrier to ensure that Nominated or Replacement drivers hold at all times a current driver's licence appropriately endorsed or issued in respect of a motor vehicle of the class of the Vehicle and immediately to notify the Principal Contractor if the licence is suspended or cancelled.
- 5.4 The Contract Carrier shall ensure that the Nominated Driver and Replacement Driver complies with the appropriate provisions of this Contract.
- 5.5 (a) Any act, default, or fundamental breach by a Nominated Driver under this Contract shall be deemed to be the act or default or fundamental breach of the Contract Carrier.
- (b) Any act, default, or fundamental breach by a Replacement Driver under this Contract shall be deemed to be the act or default or fundamental breach of this Contract and the Contract Carrier (or the Contract Carrier's nominated representative) shall act immediately to remove and substitute the Replacement Driver.

6. VEHICLE OF CONTRACT CARRIER

- 6.1 Schedule 1 shall apply.
- 6.2 It is essential that, unless otherwise agreed, the Contract Carrier supply a Vehicle consistent with the configuration and specifications as contained in Schedule 1 and the balance of this clause .
- 6.3 The Contract Carrier shall replace the Vehicle with a New Vehicle or a Second Hand Vehicle before the Vehicle is 5 Years of Age. If the Vehicle is at least 4 and one half years of age, the following procedure shall apply:
- (a) When the Contract Carrier's Vehicle is 4 and one half years of age the Contract Carrier shall require that the Vehicle be painted white and made good so that the Contract Carrier can dispose of the Vehicle. The Principal Contractor shall write to the Contract Carrier advising of the Contract Carrier's obligations to change the Contract Carrier's Vehicle and finalise arrangements with respect to the painting and making good of the Vehicle.
 - (b) If a Contract Carrier has not replaced the Vehicle when it is 4 and three quarters Years of Age, the Principal Contractor shall write to the Contract Carrier advising of the Contract Carrier's obligations to obtain a replacement Vehicle immediately.
 - (c) If the Contract Carrier fails to obtain a Replacement Vehicle within 2 months of the Principal Contractor's written advice, the Contract Carrier may be advised by the Principal Contractor that if a replacement Vehicle is not supplied by the time the Vehicle is 5 Years of Age, then the Contract Carrier's right to provide Services and to receive fees for Services shall be suspended until a replacement Vehicle is supplied or that this Contract shall be terminated.
 - (d) If the Contract Carrier fails to provide a Vehicle by the time the vehicle is 5 years of age, this Contract shall terminate on the date the Principal Contractor advises the Contract Carrier in writing that this Contract is terminated and the Contract Carrier shall be entitled only to the payments referred to in clause 13.6.
- 6.4 For the purpose of this clause the onus shall be on the Contract Carrier to provide as and when required by the Principal Contractor, documentation satisfactory to the Principal Contractor regarding the age of the Contract Carrier's Vehicle. Where such documentation is not supplied as required the Principal Contractor may determine the age of the Contract Carrier's Vehicle for the purpose of this clause by reference to such information as it thinks appropriate.
- 6.5 Where agreed by the Principal Contractor, the Contract Carrier may utilise a Vehicle of greater capacity, and with different specifications than those nominated by the Principal Contractor. Under such circumstances the Contract Carrier shall only be entitled to those rates and conditions relevant to the category of Vehicle as nominated by the Principal Contract and set out in Schedule 1. The acquisition of such a Vehicle shall not occur without the Principal Contractor agreeing to the acquisition of the Vehicle.

- 6.6 Where a Replacement Vehicle is required the Contract Carrier may utilise a Second Hand Vehicle subject to the following conditions:
- (a) The Vehicle must be inspected and approved in writing by a responsible officer of the Principal Contractor.
 - (b) Vehicles up to 2 Years of Age only shall be acceptable.
- 6.7 In circumstances where a Vehicle is unreliable, the Contract Carrier may be given 3 months notice by the Principal Contract Carrier to either bring the Vehicle up to an acceptable standard or replace it with an acceptable Vehicle. If the Contract Carrier fails to comply with such requirement this Contract shall terminate as though the Contract Carrier has nominated to sell the Contract Carrier's vehicle and the Principal Contractor has exercised the option to terminate this Contract in accordance with clause 13 herein.
- 6.8 By agreement with the Principal Contractor, the Contract Carrier, at his own volition, may replace the Vehicle at any time after the Vehicle has been used to provide Services to the Principal Contractor for a period (unless otherwise agreed) of not less than two and one half years.

7. MAINTENANCE OF VEHICLE

- 7.1 The Vehicle shall at all times be maintained in a roadworthy and safe condition and remain in good order, condition and appearance.
- 7.2 The Vehicle shall at all times be equipped to ensure that loads are kept dry. The Vehicle shall also be equipped to ensure loads are secure and in a manner required by law.
- 7.3 All statutory and other charges associated with the running of the Vehicle including any registration or licence fees, road tax (if any), and all expenses for fuel, oil, tyres or similar running and maintenance costs, shall be borne and paid solely by the Contract Carrier without any recourse to the Principal Contractor.
- 7.4 Where the Principal Contractor damages the Contract Carrier's equipment, the Principal Contractor shall be responsible for the cost of repairs or replacement of such equipment damaged. Where the Contract Carrier damages the equipment, plant and/or building of the Principal Contractor, the Contract Carrier shall be responsible for the cost of repairs or replacement of any such equipment, plant or building damaged.



8. FEES FOR SERVICES

- 8.1 Schedule 2 deals with Fees for Service.
- 8.2 The Contract Carrier will submit as necessary an invoice (and supporting documentation if requested) to the Principal Contractor. The invoice should specify in a form approved by the Principal Contractor, the services provided during the relevant period and such information as is needed including any relevant GST.
- 8.3 The fees for Services will be made available weekly to the Contract Carrier by electronic funds transfer.
- 8.4 Subject to clause 3 of schedule 2, in the event that the Contract Carrier does not present the Vehicle or a suitable replacement Vehicle and/or fails to provide Services as required on any day for any reason then the Contract Carrier shall not receive any fees for Services in respect of that day.
- 8.5 Provided that clause 15 is not breached by the Contract Carrier and the Contract Carrier supplies a vehicle and personnel as noted in clause 2.1 of this Contract for at least 228 week days during the second and any subsequent calendar year, the Contract Carrier shall receive a completion fee equivalent to 3.75% of the Fees for Services received by the Contract Carrier from the Principal Contractor during that calendar year. There may be circumstances where the Principal Contractor shall pay the Contract Carrier a pro rata amount of the completion fee referred to herein. (i.e.. Where the Nominated Driver of the Contract Carrier is permanently sick or physically disabled and the Contract Carrier ceases to provide Services to the Principal Contractor.)



9. GST

9.1 In spite of clause 8 and in accordance with Clause 2 "Benchmark Figure And Method Of Adjustment" of Schedule 2, the following shall apply:-

- 9.1.1 This clause applies if either the Principal Contractor or the Contract Carrier (the **Supplier**) is or may become liable to pay goods and services tax (**GST**) in relation to a supply (a "**taxable supply**") to the other party (the "**Recipient**") under or in connection with this Agreement. In such circumstances the Contract Carrier and the Principal Contractor shall register for GST purposes.
- 9.1.2 The Fees For Services prescribed in Schedule 2 will be exclusive of GST. GST will be added if applicable.
- 9.1.3 The Fees For Services referred to in Schedule 2 take into account GST Change anticipated by the parties.
- 9.1.4 Any invoice raised in accordance with sub-clause 8.2 shall comply with all the necessary requirements stipulated under the GST Law for a GST Invoice.
- 9.1.5 The Principal Contractor may generate a Recipient Created Tax Invoice as defined under the GST Law. In such circumstances, the Contract Carrier will not be required to issue a GST Invoice as referred to in 9.1.4 of this Clause.

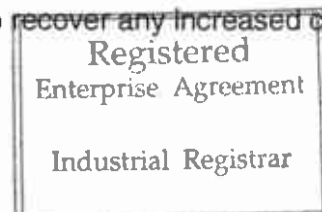
9.2 Variation Costs Sub Clause

9.2.1 This sub clause 9.2 applies if the Commission determines in the processes and proceedings that are referred to in Clause 2 "Benchmark Figure And Method Of Adjustment" of Schedule 2, that a GST Change will result in:

- 9.2.1.1 decreasing the costs to the Contract Carrier of performing its obligations under this Agreement;
- 9.2.1.2 increasing the amount of any payment received by the Contract Carrier in relation to the performance of its obligations under this Agreement; or
- 9.2.1.3 reducing the payments the Contract Carrier is required to make in relation to any of its obligations under this Agreement (each of which is referred to as "**Decreased Costs**").

It also applies if the Commission determines that a GST Change will result in:-

- 9.2.1.4 Increasing the costs to the Contract Carrier of performing its obligations under this Agreement (after taking into account any input tax credits to which the Contract Carrier is entitled to or any liability for the Contract Carrier to recover any increased cost from another person);



- 9.2.1.5 decreasing the amount of any payment received by the Contract Carrier in relation to the performance of its obligations under this Agreement; or
- 9.2.1.6 increasing the payments the Contract Carrier is required to make in relation to any of its obligations under this Agreement (each of which is referred to as "**Increased Costs**"), after taking into account any input tax credits to which the Contract Carrier is entitled to or any liability for the Contract Carrier to recover any increased cost from another person.
- 9.2.2 If the Principal Contractor or the Principal Contractor's Representative believes that the Contract Carrier has or will incur Decreased Costs, it may provide the Commission with information stating the nature of the relevant GST Change and detailing what the Principal Contractor considers the effect of that GST Change is on the Contract Carrier's costs, receipts or payments.
- 9.2.3 The Principal Contractor may claim a reduction in consideration (excluding any GST) for the proportion of any decreased cost, increased receipt or decreased payment that directly relates to Decreased Costs (after taking account any increased costs).
- 9.2.4 The Contract Carrier:-
- 9.2.4.1 agrees the consideration payable by the Principal Contractor shall be reduced from the date determined by the Commission by any amount which is determined as reasonable by the Commission to compensate the Principal Contractor for the Decreased Costs.
- 9.2.4.2 or the Contract Carrier's representative or the Union may dispute the Principal Contractor's claim.
- 9.2.4.3 agrees that the Contract Carrier, the Contract Carriers representative or the Union as appropriate shall provide to the Commission such information as is necessary to make a reasonable determination of the effect of the GST Change on the Contract Carrier's costs, receipts or payments.
- 9.2.5 If the Contract Carrier reasonably determines that the Contract Carrier has or will incur Increased Costs due to a GST change, it may provide the Commission with information stating the nature of the relevant GST Change and detailing what the Contract Carrier considers the effect of that GST Change is on the Contract Carrier's costs, receipts or payments.



9.2.6 In completing the process as outlined in 9.2.5 of this Clause, the Contract Carrier may claim a increase in consideration (excluding any GST) for the proportion of any increased cost, decreased receipt or increased payment that directly relates to Decreased Costs (after taking account any increased costs).

9.2.7 The Principal Contractor:-

9.2.7.1 Agrees, the consideration payable by the Principal Contractor under this Agreement shall be increased from the date determined by the Commission by any amount which is determined as reasonable by the Commission to compensate the Principal Contractor for the Increased Costs.

9.2.7.2 or the Principal Contractor's representative or the Union may dispute the Contract Carrier's; the Contract Carrier's representative or the Union's claim.

9.2.7.3 Agrees the Principal Contractor and/or the Principal Contractor's representative shall provide such information to the Commission as is necessary to make a reasonable determination of the effect of the GST Change on the Contract Carrier's costs, receipts or payments.

9.2.8 In spite of this sub-clause 9.2, it is agreed that the parties shall comply with all necessary requirements of Part VB of the Trade Practices Act 1974 and the Price Exploitation And A New Tax System Principals And Guidelines (as varied and/or amended).

9.3 For the purposes of clause 9, "**GST Change**" means:

9.3.1 The introduction of a GST or a change in the **GST Law** or

9.3.2 The abolition of or a change in any other tax, duty or statutory charge accompanying or undertaken in connection with the introduction of a GST or a change in the GST Law and as referred in the Part VB of the Trade Practices Act 1974 and the ACCC Price Exploitation And A New Tax System Principals And Guidelines (as varied and/or amended)



10. GOODWILL/PREMIUMS

- 10.1 The Contract Carrier acknowledges that it has not paid the Principal Contractor or any third party any amount in respect of goodwill or as a premium for work (however described).
- 10.2 The Contract Carrier acknowledges that any goodwill associated with or attached to work to which this Contract relates is solely the goodwill of the Principal Contractor.
- 10.3 The Contract Carrier acknowledges and warrants that it has no right or entitlement whatsoever to assign, sell or transfer to any other person any alleged goodwill or premium associated with the Contract Carrier's vehicle or the performance by the Contract Carrier of the Services under this Contract.

11. INSURANCES

- 11.1 This Contract is made on the understanding that it shall be the responsibility of the Contract Carrier :-
- (a) to obtain and maintain a public liability insurance policy for an amount of \$5,000,000 or as otherwise required by legislation in respect of any liability incurred by the Contract Carrier in supplying the services hereunder to the Principal Contractor. Such insurance policy must cover all aspects of the Services provided;
 - (b) to obtain and maintain insurance sufficient and available to cover the Contract Carrier's obligation under clause 2.10 (b); and
 - (c) If the Contract Carrier is an incorporated entity, to take out and maintain a Workers Compensation Policy for all workers engaged by the Contract Carrier in connection with the provision of the Services.
- 11.2 The Contract Carrier shall take out a third party and comprehensive motor vehicle insurance policy.
- 11.3 The Contract Carrier shall forward to the Principal Contractor copies of all insurance policies effected by the Contract Carrier as required by this clause 11.1 together with copies of all certificates of currency and/or renewal acknowledgments issued from time to time.



12. DAYS ON WHICH SERVICES ARE TO BE PROVIDED:

The Contract Carrier must provide:

- 12.1 Unless otherwise agreed, the Contract Carrier's Vehicle and Nominated or Replacement Driver must be ready, willing, able and available for at least 222 week days per annum on the days the Principal Contractor makes generally available courier and local pick up and delivery services to its customer base;
- 12.2 It is the responsibility of the Contract Carrier to provide services on all days not declared as Public Holidays, between Monday and Friday inclusive, except as otherwise stated. Subject to clause 12.3 and Schedule 3 of this Contract, the Contract Carrier shall commence supplying Services at a time specified by the radio room or by a person in authority, and may cease supplying Services ten (10) hours after that time (not inclusive of a break in the continuity of Services provided by the Contract Carrier enabling the Contract Carrier or the Contract Carrier's personnel to take a meal break).The Contract Carrier shall commence providing Services at a time on or after 6.00a.m and cease providing Services no later than 7.00p.m.
- 12.3 Circumstances may arise where the Contract Carrier elects to provide Services before 6.00a.m. and/or after 7.00p.m..Where a Contract Carrier elects to provide services outside of the Service times nominated above, the Contract Carrier shall unless otherwise agreed still be required to supply Services as noted above.
- 12.4 The Contract Carrier and the Principal Contractor shall discuss and agree on the days services shall be provided by the Contract Carrier to the Principal Contractor. Such discussion and agreement shall ensure that the Contract Carrier is able to provide Services to the Principal Contractor on 228 week days each calendar year. Agreement of either party shall not be unreasonably withheld.
- 12.5 In providing services to the Principal Contractor, the Principal Contractor and the Contract Carrier may agree that the Contract Carrier is not required to maintain services for a continuous period during the course of the day (eg. The circumstances as noted in sub-clause 12.2 of this clause). In such circumstances, the Contract Carrier shall not receive any fees for service for any such period when the Contract Carrier does not perform the services required by the Principal Contractor. If the Contract Carrier and the Principal Contractor agree to a long term variation of this clause, such variation must be in writing and the Contract Carrier must be allowed any reasonable request regarding the involvement of a representative including a representative of the Union.



13. TERMINATION OF CONTRACT

- 13.1 This Contract may be terminated by either party giving four (4) calendar weeks notice of intention to terminate this Contract at any time during the term of the Contract.
- 13.2 If the Contract Carrier has committed a fundamental breach of this Contract or otherwise repudiated this Contract, this Contract shall be suspended, and an inquiry by the Principal Contractor shall be held within one (1) working day, or as soon as practical if that is not possible, with the Contract Carrier and/or the Contract Carrier's representative including a Union Representative. If fundamental breach or other repudiatory conduct is not established by the Principal Contractor prior to the conclusion of the Principal Contractor's inquiry, the Contract Carrier shall be compensated for all fees the Contract Carrier would normally charge the Principal Contractor and this Contract shall resume. If that fundamental breach or other repudiatory conduct is established the Contract shall immediately terminate unless clause 5.5(b) applies and is complied with by the Contract Carrier.
- 13.3 Where the conduct of the Contract Carrier or its Nominated or Replacement Driver falls within the list below, such actions shall constitute a "fundamental breach" for the purposes of this Contract:-
- (a) Consuming alcohol immediately before or while supplying the Services pursuant to this Contract or being illegally under the influence of alcohol.
 - (b) Being under the influence of drugs (other than those prescribed by a medical practitioner for medicinal purposes provided such drugs do not carry a warning against a person operating a vehicle) while supplying the services as aforesaid;
 - (c) Being fraudulent, including, falsifying documents relating to the business of the Principal Contractor, or deliberately incorrectly stating weights, fees, hours and/or kilometres travelled;
 - (d) Being dishonest or negligent; or
 - (e) Deliberate disclosure of false information at the time of application to become a Contract Carrier;
 - (f) Deliberate disclosure of any confidential information about either the Principal Contractor or its clients whether of an identified commercial nature or not;



- (g) Being unreasonably objectionable or abusive to either the Principal Contractor or to any other person during the course of performing the obligations under this Contract. (Note: An investigation shall take place prior to Suspension of this Contract with the Contract Carrier's representatives)
- (h) Unreasonably failing or refusing to fulfil an express and essential condition of this Contract;

13.4 Clause 13.3 shall not be read so as to limit or exclude any other action, which may constitute a fundamental breach of this Contract.

13.5 Without limiting the operation of clause 13.3 above, where the Contract Carrier fails satisfactorily to provide Services, the following process shall prevail:-

- (a) In the first instance, the Principal Contractor shall advise the Contract Carrier of a breach of this Contract.
- (b) In the event of a subsequent breach of this Contract, the Principal Contractor shall issue a written advice to the Contract Carrier to the effect that any further breach may result in the termination of this Contract.
- (c) In the event of a subsequent breach of this Contract, the Principal Contractor shall issue a written advice to the Contract Carrier to the effect that any further breach will result in the termination of this Contract.
- (d) After the issuing of the written advices as noted in paragraphs (b) and (c) above, any subsequent breach of this Contract shall result in immediate termination of this Contract for Cause.

13.6 Upon termination of this Contract in any manner all fees for Services due and owing to the Contract Carrier shall be paid by the Principal Contractor provided that items supplied by the Principal Contractor have been returned.

13.7 Should the Principal Contractor decide to cease carrying on its business, six (6) calendar weeks notice of the intention to terminate shall be given to the Contract Carrier.

14. SALE OF VEHICLE

14.1 Where a Contract Carrier wishes to cease supplying services and terminate its engagement, the Contract Carrier must so advise the Principal Contractor after which the following provisions in this clause shall apply:



- 14.2 (a) Firstly, the Principal Contractor shall have the option to purchase the Contract Carrier's Vehicle (provided the Contract Carrier is prepared to sell the Vehicle to the Principal Contractor) in accordance with paragraph (b) or to permit the termination of this Contract without purchasing the Vehicle in accordance with paragraph (c).
- (b) If the Parties agree that the Principal Contractor will purchase the Vehicle, the Principal contractor shall purchase the Vehicle at its Retail Market Value as a mechanical device. The Contract Carrier shall have no right or power whatsoever to include any goodwill in the negotiation of the sale price. It is further acknowledged that any goodwill is the goodwill of the Principal Contractor.
- (c) If the Principal Contractor decides only to permit the termination of this Contract without purchasing the Vehicle of the Contract Carrier, or if the Contract Carrier does not make the Vehicle available for purchase by the Principal Contractor, then this Contract shall be deemed terminated.
- 14.3 In spite of anything else in this clause, payments required to be made by the Principal Contractor under this clause shall only be made on receipt by the Principal Contractor of a Deed of Release executed by the Contract Carrier in terms satisfactory to the Principal Contractor and receipt by the Principal Contractor of a Solicitor's Certificate certifying that the Deed of Release has been fully explained to the Contract Carrier by an independent practicing Solicitor. In this regard the documentary requirements of the Principal Contractor at the commencement of this Contract are contained in Schedule 4.
- 14.4 The Contract Carrier shall have no right or power whatsoever to assign or transfer any goodwill. It is further acknowledged that any goodwill is the goodwill of the Principal Contractor.
- 14.5 The concept of sale of Vehicle or any derivative expression means, for the purpose of this Contract, the process described in this clause and does not include for the purpose of this clause or for any other purpose the Contract Carrier exchanging or replacing Vehicle to continue providing Services to the Principal Contractor.



15. SETTLEMENT OF INDUSTRIAL DISPUTES

In the event of an industrial dispute:

- (a) The Contract Carrier's representative and/or the delegate shall negotiate with the appropriate Manager or Supervisor of the Principal Contractor;
- (b) If negotiations are unsuccessful, a "cooling off" period of twenty four (24) hours shall be observed before further action is taken by either party;
- (c) If the dispute is not resolved, the Union organiser shall take the matter up with the Principal Contractor or his nominee;
- (d) If negotiations are unsuccessful the parties shall take the matter to the Commission for resolution;
- (e) At all times, whilst these steps are being pursued the Contract Carrier shall supply the Vehicle to the Principal Contractor in accordance with the terms and provisions of this Contract.

16. WAIVER

- 16.1 The failure, delay or relaxation by a Party in exercising any power or right under this Contract does not operate as a waiver of that power or right. The exercise of a power or right does not preclude any other or further exercise of it or the exercise of any other power or right under this Contract.
- 16.2 A power or right may only be waived in writing, signed by the party to be bound by the waiver. The waiver of a breach of any provision of this Contract does not constitute a waiver of any prior, concurrent or subsequent breach of this Contract.



17. CONFIDENTIALITY

- 17.1 The Contract Carrier acknowledges that the property of the Principal Contractor includes, and will at all times include, all confidential information and all records, documents, accounts, customer lists, computer disks, computer programs, computer tapes and other computer media, correspondence and letters, manuals, materials and papers of every description, including all copies or extracts, within the Contract Carrier's possession or control relating to the affairs or business of the Principal Contractor and belonging to the Principal Contractor which may come into the Contract Carrier's possession in the course and by reason of the provision of any Services under this Contract, whether or not they were originally supplied by the Principal Contractor.
- 17.2 Whether during the performance of the Services under this Contract or at any time thereafter, the Contract Carrier hereby undertakes not to use or disclose to any person any confidential information of or relating to the Principal Contractor with which the Contract Carrier has come into contact as a result of this Contract or the provision of Services under this Contract or any trade or business secret of which the Contract Carrier becomes aware of while engaged in any capacity and the Contract Carrier will endeavour to prevent the use of disclosure of any such information to or by third parties.
- 17.3 The Contract Carrier shall ensure that the Nominated Driver and any Replacement Driver comply with this clause.

18. DEFINITIONS

- (a) In this document: -

"Bank Runs" means the performance of a regular and routine contract of carriage which in the main relates to the picking up and/or delivering of goods for banks, financial institutions and /or other organisations including or similar to the TAB and the Lotteries Office.

"Cause" means fundamental breach of this Contract, repudiator conduct or providing unsatisfactory levels of services after (in the case of the last of these) having all reasonable opportunity to correct the identified shortcomings.

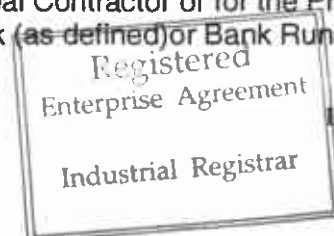
"Commission" has the meaning given to that expression by the Act.

"Contract" means this Contract (as varied from time to time) including the Schedules to this Contract and the documentation referred to in Clause 2.6 of this Contract.

"Contract Carrier's Representative" includes any nominated and/or elected union official, delegate and/or co-delegate.

"Contract of Carriage" has the meaning given to that expression by the Act.

"Exclusive Hire" means contracts of carriage which on any day are performed by the Contract Carrier exclusively for one client of the Principal Contractor or for the Principal Contractor in respect of Express Road/Air Freight Work (as defined) or Bank Runs (as defined).



"Express Road/Air Freight Work" means the transportation of goods generally from places within, to places outside, the County of Cumberland, and vice versa, generally, but not exclusively, on an overnight basis and using a transportation system commonly known in the transport industry as "Freight Consolidation" and by means of interstate, intrastate and/or metropolitan road and/or air freight services.

"GST" means a tax, levy, duty, charge or deduction, imposed by or under a GST Law.

"GST Invoice" means a tax invoice under GST Law.

"GST Law" means the same as in the A New Tax System (Goods & Services Tax) Act 1999 or any other law amending, varying or operating in lieu of A New Tax System (Goods & Services Tax) Act 1999.

"Goods" means materials and substances of all descriptions and includes documents, packages, property, parcels or articles of any kind or description.

"New Vehicle" means a vehicle agreed by the Principal Contractor in writing and in advance of acquisition, and acquired from a licensed new vehicle dealer without any intermediate operators and acquired at a Price.

"Nominated Driver" refers to the person or persons nominated as a driver by the Contract Carrier.

"Party" means the Principal Contractor the Contract Carrier, as applicable.

"Principal Contractor" means TNT Australia Pty Ltd trading as Ansett Couriers or any other business/trading name which may apply from time to time.

"Replacement Driver" refers to the person or persons nominated as replacement driver by the Contract Carrier.

"Retail Market Value" shall be determined by averaging 3 written assessments from licensed motor vehicle dealers, one of which is selected by the Principal Contractor, one of which is selected by the Contract Carrier and one of which is selected by both Parties in concert (or failing agreement, selected by application of the Settlement of Disputes Procedure in this Contract). Retail Market Value will include any GST applicable.

"Second Hand Vehicle" means a Vehicle as referred to in clause 6.6 of this Contract.



“Services” means all duties associated with any Contract of Carriage involving the collection and delivery of Goods from time to time and between such places in a timely and effective manner as required by the Principal Contractor in accordance with this Contract, including but not limited to:

- Courier jobs;
- Express Road/Air Freight Work;
- Exclusive Hire jobs;
- Bank Runs;
- loading Goods onto and unloading Goods from the Contract Carrier’s Vehicle;
- removing and placing Goods on and off a conveyor or a like system;
- sorting and checking Goods against consignment notes;
- verifying all consignments for damage, shortage or dangerous Goods (and advising the Principal Contractor of any non-conformance);
- ensuring the safe loading and the protection and security of Goods at all times during the provision of the Services;
- delivery of consignment notes, satchels or any other Principal Contractor stationery, which a customer may require from time to time;
- the pick up of money and/or cheques on behalf of the Principal Contractor from clients/customers;
- using radio equipment and all other types of equipment and technology;
- completing paperwork and documentation including consignment notes and customs declarations, including ensuring that the customer signs the documents and the Driver also signs dates and completes relevant documents prior to departing the customers premises;
- all other incidental or related tasks (including the tasks to which the procedures referred to in subclause 2.6 of the Contract relate); and/or



- the promotion and advertising of the Principal Contractor's brand name by the Contract Carrier:
 - (i) providing a Vehicle with the Principal Contractor logo and/or in the Principal Contractor corporate livery;
 - (ii) ensuring the driver of the Contract Carrier's Vehicle wears the appropriate uniform with the Principal Contractor logo as provided by the Principal Contractor from time to time. (Note: The current arrangements with respect to uniforms shall vary only after consultation with the Contract Carrier's representatives.), and;
 - (iii) ensuring that the image of the Principal Contractor logo and corporate livery is presented consistent with Principal Contractor's corporate identity policy.

In clause 9 of this Contract, "**Supply**" and "**Supplied**" means the same as in the GST Law.

"**TWU**" means the union acting as an agent on behalf of the Contract Carrier.

"**Terminal**" means the terminal or terminals nominated by the Principal Contractor from time to time. The Principal Contractor may nominate more than one location to be a terminal at any one time. At the commencement of this Contract, there are 2 terminals located in Sydney.

"**Union**" means the Transport Workers Union of Australia, New South Wales Branch.

"**Vehicle**" means a vehicle of a type and age and with mechanical and carrying specifications being a vehicle supplied by the Contract Carrier for the purpose of the Principal Contractors' operations under this Contract and the term includes any replacement vehicle. Where there is a reference in this document to a Vehicle being of a certain "Years of Age" the Years of Age of the Vehicle shall be calculated in accordance with this subclause.

- (i) The primary reference point for determining a Vehicle's Years of Age is the year of first registration. For example, if a Vehicle was first registered on 30 June 1994 then, subject to (ii), it will be taken on 1 July 1999 to be 5 Years of Age.
- (ii) There is one exception to this in a situation where there is a difference between the year of manufacture of the Vehicle and the year its first registered. If there is a difference between the year of first registration and the date of manufacture, the Vehicle's Years of Age shall be measured as from its date of first registration. For example, if the date of manufacture of the Vehicle mentioned in (ii) had been 30 June 1993 and its date of first registration was 30 June 1994 its Years of Age would be measured as from 30 June 1994 with the result that, as at 1 July 1999, it would be also 5 Years of Age.



SCHEDULE 1

The required configurations and specifications of the Contract Carrier's vehicle shall unless otherwise agreed be as noted below:

Category of Vehicle	Configurations & Specifications
1 tonne vehicle	<p>The vehicle supplied shall be a medium to long based white vehicle with a deadweight carrying capacity of less than 2 tonnes. The vehicle shall:</p> <ol style="list-style-type: none">1. have fully incorporated within the body of the vehicle the driver's compartment behind which the freight compartment shall be located, or;2. be a table top with at least 1 metre high mesh gates and waterproof canvas tarpaulins capable of carrying one full-sized pallet and being able to be securely padlocked or;3. have a pantechnicon fitted with a roller shutter or double metal-sheeted doors capable of being securely padlocked and being able to carry one full-sized pallet. <p>All doors on the vehicle shall be capable of being locked. The vehicle shall be painted, decaled, signwritten and/or the Contract Carrier shall be provided with a magnetic sign in the Principal Contractor's livery and/or logo. The quality of the work is to be of an acceptable quality and agreed after consultation by both Parties. It is further agreed that where the Principal Contractor determines that the specifications and the configurations require variation, the Principal Contractor and the Contract Carrier will hold discussions to consider varying the configurations and specifications in this Schedule.</p>



SCHEDULE 2
FEES FOR SERVICES
EFFECTIVE 15/1/99

1. FEES FOR SERVICES

The following fees for services shall be paid by the Principal Contractor to all Contract Carriers performing jobs pursuant to this Agreement:

(a) ECONOMY SERVICE

Class of Contract of Carriage	Flagfall	Per Additional Call	Excess Time (per 5 mins)	Km Rate
Adopted Unit rate = \$0.215	\$	\$	\$	\$
			After 10 mins	Min 2km 0.86
(i) Documents and Small parcels-				
Up to 25 kgs	3.01	3.01	1.51	0.43
Above 25 kgs				
26 - 50 kgs	4.30	3.01	1.51	0.43
51 - 75 kgs	5.16			
76 - 100 kgs	6.02			
101 - 125 kgs	6.88			
126 - 250 kgs	7.74			
			After 30 Mins	
(ii) Taxi Truck (1)				
251 - 500 kgs	13.98	3.01	1.51	0.43
501 - 1000 kgs	15.05			Min 2km
1001 - 1500 kgs	17.20			0.86
1501 - 2000 kgs	19.35			
(iii) Taxi Truck (2)				
2001 - 4000 kg	30.10	3.01	2.26	0.65
4001 - 4500 kg	42.14			Min 2km 1.30
(iv) City Courier				
	4.30			



(b) FIRST CLASS AND BETWEEN THE HOURS OF 6.00pm - 12.00am & 6.00am - 7.00am

Class of Contract of Carriage	Flagfall	Per Additional Call	Excess Time (per 5 mins)	Km Rate
Adopted Unit rate = \$0.215	\$	\$	\$	\$
			After 10 mins	Min 2km 1.72
(i) Documents & small parcels				
Up to 25kgs	6.02	6.02	1.51	0.86
Above 25kg				
25 - 50kgs	7.31	6.02	1.51	0.86
51 - 75kgs	8.17			
76 - 1 00kgs	9.03			
101 - 125kgs	9.89			
126-250kgs	10.75			
			After 30 mins	
(ii) Taxi Truck (1)		6.02	1.51	0.86
251 - 500 kgs	16.99			
501 - 1000 kgs	18.06			Min 2km
1001 - 1500 kgs	20.21			1.68
1501 - 2000 kgs	22.36			
(iii) Taxi Truck (2)		6.02	2.26	1.30
2001 - 4000 kg	60.20			Min 2km
4001 - 4500 kg	43.91			2.60



(c) JET & BETWEEN THE HOURS OF 12.00AM - 6.00AM

Class of Contract of Carriage	Flagfall	Per Additional Call	Excess Time (per 5 mins)	Km Rate
Adopted Unit rate = \$0.215	\$	\$	\$	\$
			After 10 mins	Min 2km 2.58
(i) Documents & small parcels				
Up to 25kgs	9.03	9.03	1.51	1.29
Above 25kgs				
25 - 50 kgs	10.32	9.03	1.51	1.29
51 - 75 kgs	11.18			
76-100 kgs	12.04			
101-125 kgs	12.90			
126-250 kgs	13.76			
			After 30 mins	
(ii) Taxi Truck (1)				
251 - 500 kgs	20.00	9.03	2.26	1.29
501 - 1000 kgs	21.07			Min 2km 2.58
1001 - 1500 kgs	23.22			
1501 - 2000 kgs	25.37			
(iii) Taxi Truck (2)				
2001 - 4000 kg	90.30	9.03	2.26	1.95
4001 - 4500 kg	46.92			Min 2km 3.90



(d) HOURLY (EXCLUSIVE HIRE) RATES-\$20.24 per hour from point of commencement, plus a Flag-Fall of 30 mins.

The fees for services of \$30.36 per hour shall be paid for each hour services are provided between Midnight and 0600 hours.

To be paid in 15 minute increments rounded up to the nearest 15 minutes.

(e) FUTILE CALL-\$4.30

(f) OUT OF AREA JOBS-Ad-hoc Contracts of Carriage which require a pick-up and/or delivery outside the County of Cumberland As per "JET" rates

(g) SPEEDY MESSAGES-\$7.74

(h) CHEQUE DEPOSITS-\$10.76

(i) RUNNING-Will be paid the appropriate fees for services per kilometre where it is reasonable to presume that the driver would be financially disadvantaged by being directed to travel more than 8 kilometres to pick up a job.

(j) CHEQUE SPECIALS-\$4.96-Cheque collections within the Sydney Metropolitan area anytime during business hours and return to any Ansett Air Freight Depot by end of trading.

(k) SYDNEY HARBOUR BRIDGE TOLLS-To be paid for by the Principal Contractor.

(l) JOBS ON SATURDAYS, SUNDAYS AND PUBLIC HOLIDAYS, (Including after hours Monday - Friday i.e. 7.00 p.m. - 7.00 am).

- Ad-Hoc jobs as per Schedule 2 (excluding Economy rates).
- Hourly (Exclusive Hire) fees of \$30.36 per hour on Saturday will apply. Rate from point of commencement, plus a Flag-Fall of 30 mins. To be paid in 15 minute increments rounded up to the nearest 15 minutes.
- Hourly (Exclusive Hire) fees for Sunday and Public Holidays to be negotiated. To be paid in 15 minute increments rounded up to the nearest 15 minutes.

2. BENCHMARK FIGURE AND METHOD OF ADJUSTMENT -

The benchmark figure is the "Actual Unit Rate" provided for in Schedule 2 of Transport Industry - Courier and Taxi-Truck Contract Determination.

The benchmark figure as at December 1998 was 21.5 cents

The fees for services set out in this Schedule shall be adjusted from the same date and by the same percentage amounts as changes to the benchmark figure.



SIZES AND WEIGHTS

EC / FC / JET

0 - 125kgs

0 - 0.5 cubic metre

1-2 pcs up to 1.8 metres long

ET / FT / JT

126- 250kgs

0.5 - 1 cubic metre

3 or more pces 1.2 up to 1.8 metres long

Small Skid - Hand load

ET1 / FT1 1 JT1

251 - 500 kgs

1- 2 cubic metres

1-2 pces 1.8 - 2.4 metres long

1 Skid or 1 Pallet - Fork Load

ET2 / FT2 / JT2

501 1000 kgs

2 -4 cubic metres

3 or more pces 1.8 - 2.4 metres long

2 Skids or Large Pallet (over 500kgs)

ET3 / FT3 / JT3

1001 - 1500 kgs

4 - 6 cubic metres

1-2 pces 2.4 - 3 metres long

3 Skids

1 Pallet + 1 Skid

ET4 / FT4 / JT4

1500- 2000kgs

6 - 8 cubic metres

3 or more pces 2.4 - 3 metres long

2 Pallets (under 2000kgs)

ET5 / FT5 1 JT5

2000 - 4000 kgs

8 - 16 cubic metres

Pces over 3m long

4 or more Skids

2 or more Pallets over 2000 kgs

1 cubic metre = 250kg

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3. ADDITIONAL FEES FOR SERVICES

3.1 The Contract Carrier may charge the following Fees for Services to the Principal Contractor when the Vehicle is being replaced in accordance with clause 6 of this Contract or if this Contract is terminated subject to the following:

- a) Where the Contract Carrier has the Vehicle painted and relevant signage affixed, or has the Vehicle painted a neutral colour and made good, or has equipment supplied by the Principal Contractor removed from the Vehicle, the Contract Carrier may charge the Principal Contractor reasonable and pre-agreed fees to cover the cost of such work.
- b) Provided that the Principal contractor may choose instead to arrange for the painting and/or making good of the Vehicle on the basis of no cost to the Contract Carrier, including the provision of magnetic signs. The Principal contractor shall not be obliged to pay any fees or take any steps in connection with preparatory work (i.e. the removal of rust, dents and other such work) performed prior to the painting or making good of the Contract Carrier's Vehicle.

3.2 In addition to the fees for services pursuant to Schedule 2 of this contract, the Principal Contractor shall make superannuation contributions to the TWU Superannuation Fund on behalf of the Contract Carrier in the amounts prescribed in the Transport Industry – Courier and Taxi Truck (Superannuation) Contract Determination as varied from time to time. (currently \$7.60 per day for vehicles or \$7.30 per day for bikes). The payment of any such contributions shall be in lieu of any contributions made to the Contract Carrier prior to the making of the Transport Industry – Courier and Taxi Truck (Superannuation) Contract Determination. Where the Contract Carrier does not provide services in excess of 22 working days in a calendar year (as referred to in Clause 12.2) , the Principal Contractor shall cease providing the additional \$7.60 or \$7.30 per day (as the case may be) for days in excess of 22 working days (as referred to in Clause 12.2).

3.3 If the Contract Carrier is unincorporated, arrangements that apply to the Contract Carrier for the recovery of the cost of providing workers compensation insurance for the nominated driver shall continue to apply.

3.4 If the Contract Carrier is an incorporated entity the Principal Contractor shall increase the fees for services by a gross flat amount to recover the cost of any workers compensation premium paid by the Contract Carrier to cover the nominated or substitute driver. The increase in the fees for services shall be to a maximum of the industry standard premium percentage applied to the labour component of the fees for services declared as wages to an insurance company and used for the purpose of calculating the premium payable by the Contract Carrier to an insurance company. The additional fees for services referred to in this clause shall only be payable to the Contract Carrier on the Contract Carrier satisfying the Principal Contractor that the Contract Carrier has incurred cost for a workers compensation policy as noted herein.



SCHEDULE 3

ANSETT COURIERS RADIO PROCEDURE

There will be a basic two call, free call, proceeding system with the operator dispatching jobs in a prompt and efficient manner, including his option to allocate jobs if necessary.

SERVICE REQUIRMENTS

ECONOMY

A 90 minute delivery service from allocation of booking and subject to a 30 Km radius from pick up.

FIRST CLASS

A 60 minute delivery service from allocation of booking and subject to a 30 Km radius from pick up.

- JET

Picked up by the first available car and carried Non-Stop with a proof of delivery given upon drop. Any pick – up longer than call times or delay in transit must be notified to the operator.

ANSETT COURIERS RADIO PROCEDURE

1. ORDER OF ALLOCATION

This refers to the order which the Radio Operator allocates called jobs, based on the jobs you currently hold as well as your position at the time of the call. The order shall be;

- (a) Proceeding Car.- A car that is currently holding jobs which will travel in the same direction as the job being called.
- (b) Longest Vacant Car.- A car that has called the Radio Operator "Vacant" in a suburb and is recorded on a 'Vacant List' before other drivers in the same area.
- (c) Dropping Car.- A car holding jobs that are not proceeding but will allow pick-up within the call time.

2. CALL TIMES

(a) First Call

Cars calling on the First Call must be capable of picking up the job within ten(10) Minutes from allocation. They must also be able to complete the job via the most direct route (straight line) within the stated service time.

(b) Cover Call

Cars calling on the Cover Call must either be able to pick-up the job within 20 minutes or a time offered when calling.

3. FIRST CALL JOB LIMIT.

Cars calling on First Call may be holding a maximum of three (3) jobs only. **(Please note one (1) First Class job equals two (2) jobs)**. Cars on Exclusive Hourly Hire, as specified, will be ineligible to call on First Call. Motorbikes may hold unlimited (within reason) jobs within the exclusive bike area, however are bound by the same rules as cars in the extended bike area.

4. EXCLUSIVE HIRE

When a car is booked on an Exclusive Hire basis he/she cannot call on the first call until such time as the run has been completed and the Operator has been informed of completion times of the run. He/she may, however, offer times on the covering call.

5. OVERNIGHT JOBS (i.e., a.m. drops) where applicable

Any driver who picks up jobs throughout the afternoon that is called as an A.M. drop and is authorised by the Radio Operator, must effect delivery prior to 9.00 a.m. the next working day on all occasions unless specifically instructed by the Radio Operator.

6. OUT OF AREA JOBS - As per 1A. (Jet Rate)

NOTE: Any driver winning such a booking with permanent jobs later that day must be able to return to the Sydney Metropolitan Area within 1 hour of their run or commitment starting and advise the Operator of his/her return.

7. VACANT LIST.

To be considered 'Vacant', a car must call and be registered by the Radio Operator on the 'Vacant List'. Radio operators must at all times endeavor to keep the 'Vacant List' current and at all times list cars in the order in which they call 'Vacant'.

If a car intends to move to another suburb the Radio Operator must be informed. Cars improving their location by moving to another suburb when vacant shall be placed behind other cars dropping in that suburb whilst en-route.

Cars must state the suburb which they are vacant in when signing on in the morning and inform the Radio Operator if moving as above.

Cars Vacant and not registering as such will be considered the 'dropping car' until registered as vacant.



8. START AND FINISH.

All drivers must advise the Radio Operator of commencement and finish times on a daily basis. Any driver unable to provide services on any day must inform the, Fleet Manager. The contract carrier shall not cease performing contract(s) of carriage on any day without first notifying the principal contractor, or the radio operator, of the contract Carrier's intention so to do, and to co-operate with the principal contractor in arranging for the completion of any contract(s) of carriage already commenced by the contract carrier, but not completed, or the reallocation of any contract(s) of carriage, previously agreed by the contract carrier to be undertaken but not yet commenced.

9. JOB SHEET ENTRIES AND CHARGES

Any driver claiming weight surcharges, waiting time, Exclusive Hire charges etc. must where possible have the relevant job title reference number and excess charges either initialled or signed by the client or agent.

10. SNIPING AND TOUTING.

(i.e. taking a booking not allocated to you and touting or soliciting clients for jobs)

(a) SNIPING

Knowingly taking a booking not allocated to you will not be tolerated under any circumstances.

(b) TOUTING FOR JOBS

The only time a driver may tout or solicitor jobs from a client is by first receiving permission from the Radio Operator. Unauthorised touting will not be tolerated and the offending driver will not receive fees for any job(s) touted.

11. GENERAL

- (a) The principle of "Two-On , Move-On" will apply. This simply means that once a car has two (2) jobs (1 First Class) on board they must move off in the direction of their jobs, unless allowed to hold by the Radio Operator.
- (b) A rank area which includes mascot and adjoining suburbs will exist. Cars wishing to call on the rank must be vacant and in the confines of these suburbs. Jobs booked from these suburbs will be called First Call, then will be allocated from the rank (in descending order). Cars must nominate which suburb they are vacant in, as normal rules apply for jobs booked outside the rank area.
- (c) Where two cars are proceeding in the same direction on the same call, with similar amounts of jobs of similar age, the car with jobs proceeding closer to the called job's destination suburb will win the job. If this does not separate them (i.e. both dropping or proceeding through the same or adjoining suburb), then locations will be measured.

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- (d) Radio Operators will allocate jobs on First Call in a straight line only. On Cover Call, jobs will be allocated in a straight line or shallow arc and only as a last resort will wide splits be allowed. A straight line means; 'the closest road route to a line drawn between two suburbs with a maximum deviation of one (1) suburb either side'.
- (e) On Cover Call, cars will only be considered proceeding on jobs that are a maximum of one (1) suburb behind them. Cars may only run back one (1) suburb unless unopposed.
- (f) Cars are considered proceeding upon allocation of a booking.
- (g) Cars with permanent commitments will be considered proceeding towards the point of pick-up 60 minutes prior to booking time.
- (h) Cars with late 'back-by' freight will only be considered proceeding for 90 minutes from allocation.
- (i) Return bookings and Follow On are considered as one booking, although cars may only be considered proceeding in one direction at a time.
- (j) Drivers must inform Radio Operators before leaving and upon entering channels. when calling on channel the car's position and commitments must be stated.
- (k) The Motorbike 'exclusive' area includes the City of Sydney and directly adjoining suburbs plus Glebe, North Sydney, Milsons Pt and Kirribilli.
- (l) Radio Operators may allocate jobs to any suitable car in an effort to maintain service standards, especially to cars calling on unpopular jobs unopposed and vacant cars over cars with aged jobs on board.
- (m) From time to time customer service requirements may require the above procedures to be varied for one particular job. in the event that this occurs the Radio Operator will state the reasons why.
- (n) Deliberate breaches of the above Radio Procedures will result in disciplinary action.
- (o) Radio Room – At no time are drivers to frequent the Radio Operator's booth, either inside or outside of working hours.



12. ANSETT COURIERS PENALTIES FOR BREACHING SCHEDULE 3 OF THIS CONTRACT

Despite clause 13.5 of this Contract, the following penalties for breaching Schedule 3 shall apply:-

- (a) **Calling Procedures-** First Occasion - Advise the Contract Carrier of a breach of this Contract
Second Occasion - Two Weeks Suspension of this Contract
- (b) **Deliberate Understating Of Times-** First Occasion - Advise the Contract Carrier of a breach of this Contract
Second Occasion - Two Weeks Suspension of this Contract
- (c) **Deliberate Breach Service Criteria Within Metropolitan Area -** First Occasion - Advise the Contract Carrier of a breach of this Contract
Second Occasion-Two Weeks Suspension of this Contract
- (d) **Exclusive Hire** First Occasion - Advise the Contract Carrier of a breach of this Contract
Second Occasion-Two Weeks Suspension of this Contract
- (e) **Overnight Jobs** First Occasion - Advise the Contract Carrier of a breach of this Contract
Second Occasion-Two Weeks Suspension of this Contract
- (f) **Out Of Area Jobs** First Occasion-Two Weeks Suspension of this Contract
Second Occasion-Four Weeks Suspension of this Contract
- (g) **Daily Start And Finish Times** First Occasion - Advise the Contract Carrier of a breach of this Contract
Second Occasion-Two Weeks Suspension of this Contract
- (h) **Deliberate Overstating Of Job Sheet Entries-** Fundamental Breach of this Contract and the process as referred to in clause 13.3 of this Contract shall apply



(i) Sniping And Touting For Jobs

First Occasion - Advise the Contract Carrier of a breach of this Contract

Second Occasion-Two Weeks Suspension of this Contract

(j) Consuming Alcohol During Working Hours-

Fundamental Breach of this Contract and the process as referred to in clause 13.3 of this Contract shall apply

SPECIAL NOTES:

- These procedures have been drawn up by the Principal Contractor in, conjunction with Union Representatives. The Contract Carrier shall abide by the procedures at all times.
- If the Contract Carrier does not agree with the Radio Operator's decision, the Contract Carrier shall request the Radio Operator to hold the docket out so that the matter can be dealt with at a later stage.
- Periods of suspension shall not be included for the purposes of calculating the number or working days in a calendar year as referred to in Clause 8.5 of this Contract.
- There will be no disputing jobs over the two-way radio.



SCHEDULE 4

**TNT AUSTRALIA PTY LIMITED
Trading as Ansett Air Freight
Contract Carrier Release**

DEED

Date		
TNT	TNT Company:	TNT Australia Pty Limited
	ACN:	000 495 269
	Registered Address:	8 th Floor, Tower 1, TNT Plaza, Redfern, NSW, 2016
Contract Carrier	Name of contract carrier, company or other entity:	
	ACN: (if applicable)	
	Registered Office or principal place of business:	
When the contract carrier commenced providing services for TNT:		
When the contract carrier ceased providing services for TNT:		
Final gross amounts:	\$	(calculated as a gross amount)
Other Benefits:	\$	
BACKGROUND	TNT and the Contract Carrier have agreed, without either of them admitting any liability, to settle all matters between them arising out of the Contract Carrier's engagement, and the termination of the engagement in accordance with the Contract and as set out in this Document.	

TNT provides the final amount

- 1.1 TNT must provide the final amount to the Contract Carrier within seven days of receiving the executed Deed. The final gross amount shall have deducted from it any tax required to be taken out. The Contract Carrier acknowledges that the Contract Carrier has received the final gross amount, less any tax required to be deducted.



The Contract Carrier releases TNT from claims etc.

- 2.1 The Contract Carrier releases TNT from all claims, and from all liability, to the Contract Carrier arising directly or indirectly out of the engagement or the termination of the engagement.
- 2.2 This release covers all claims and liability, however described and however arising other than any claim made with respect to Workers Compensation legislation. It covers claims by, and liability to, anyone who claims through the Contract Carrier. It covers claims and liability that may arise in the future.

Final Amount Is Everything That TNT Owes The Contract Carrier

3. The Contract Carrier agrees that the final gross amount (less any tax required to be deducted) is the full amount that TNT owes the Contract Carrier, whether for commission, fees, expenses or anything else connected with the engagement. The Contract Carrier acknowledges that this Deed fully satisfies the rights (however described and however they arose) the Contract Carrier, and everyone who claims through the Contract Carrier, have or may has against TNT in connection with the engagement or the termination of the engagement.

Returning TNT's property

- 4.1 The Contract Carrier must give TNT:
 - (a) the originals, and all copies, of documents and other things it has, or can reasonably get, that belong to TNT;
 - (b) all documents that it has, or can reasonably get, that have or include information that is not in the public domain and relates to TNT's business, organisation or affairs. Specifically, this includes lists of customers and;
 - (c) any property of TNT that it has, or can reasonably get, including communications devices and security passes.
- 4.2 "Document" means anything on which information is recorded; for example, it includes computer disks and computer records.



Other acknowledgments by the Contract Carrier

5. The Contract Carrier acknowledges:
- (a) that it has had a reasonable opportunity to get independent professional legal and trade union advice about the agreement covered by this Deed;
 - (b) that TNT may use this Deed, including as a bar, against the Contract Carrier in any court or other proceedings against TNT;
 - (c) that this Deed contains the whole agreement between the Contract Carrier and TNT;
 - (d) that all previous negotiations, understandings and representations between TNT and the Contract Carrier are merged in and superseded by this Deed;
 - (e) that no oral explanation or information given by TNT or the Contract Carrier will affect the meaning or interpretation of this Deed: and
 - (f) that the terms of this Deed are, in all the circumstances, fair and reasonable.

Keeping this Deed confidential

- 6.1 The agreement between TNT and the Contract Carrier is confidential. The Contract Carrier must not disclose to anyone except its professional legal adviser or a TWU representative what it says, unless TNT first agrees in writing.
- 6.2 Clause 6.1 does not prevent the Contract Carrier disclosing information to its lawyer or accountant or where the law says that the information must be disclosed (for example, in a tax return).

Who gets the benefit of this Deed?

7. As well as TNT itself, each of TNT's related bodies corporate, and each of the officers and agents of TNT and of its related bodies corporate, have the benefit of this Deed and may independently enforce it against the Contract Carrier. "Related body corporate" means the same as in the Corporations Law.

Law

8. The law in force in New South Wales governs this Deed
9. If a court decides that any part of this Deed is not valid or not enforceable, that part of the Deed will be modified so that it is enforceable. If that part cannot be modified, it will be severed and the rest of the Deed will continue to operate.



EXECUTED as a Deed

SIGNED FOR AND ON BEHALF)
OF TNT AUSTRALIA PTY)
LIMITED by its Attorney appointed)
under Power of Attorney)

date []

Signature of Attorney

.....
Name of Witness (printed)

.....
Signature of Witness

To be executed by the contract carrier as required by law.



[Please have this Certificate typed onto your Solicitor's Letterhead]

SOLICITORS CERTIFICATE

I, *[insert name of solicitor]*, solicitor of *[insert solicitor's firm name and address]* certify as follows :

1. I have instructions to act on behalf of *[insert name of Contract Carrier]*, in connection with the execution of a Deed of Release between TNT Australia Pty Limited (TNT) and *[insert name of Contract Carrier]*.
2. Neither I nor the firm for which I work represents TNT or any of TNT's related bodies corporate.
3. On *[date]* I explained the effect of the annexed Deed of Release to the Director of *[insert name of Contract Carrier company]*, *[insert name of Director]*. In particular, I explained that the Deed is intended to extinguish any opportunity which might otherwise have existed to bring a claim of any description against TNT, TNT's related bodies corporate and each of the officers and agents of TNT in connection with the matters specified.

DATED: day of 19

.....
Solicitor

.....
Witness
Print name:

.....
Witness
Print name:



SCHEDULE 5

STATUTORY DECLARATION

(Director or Incorporated Contract Carrier)

I, (Name)

of (Address)

Director, SAY ON OATH as follows:

1. I am a Director of Pty Ltd (ACN)
and say I am empowered to swear this declaration on behalf of
..... Pty Ltd.
2. Pty Ltd is the applicant referred to in an
application to be engaged as a contract carrier with *(insert division name)*, a division
of TNT Australia Pty Limited ("TNT"), (ACN 000 495 269) dated
..... 19
3. I attended upon the offices of *(name of*
solicitor's firm) at and this
declaration and the Contract Carriers Contract was explained to me by
.....
(name of solicitor).
4. I am aware that prior to being engaged by TNT that
..... Pty Ltd must be approved.
5. I hereby acknowledge that neither I nor Pty Ltd
rely upon any representation or warranty made by TNT, its officers, employees,
representatives or agents in relation to the application by
..... Pty Ltd for engagement other than the matters
acknowledged and confirmed herein in the Contract.
6. I further acknowledge and agree on behalf of Pty
Ltd that TNT does not require that I, nor Pty Ltd
pay as a premium or fee any amount, directly or indirectly, to the vendor of the
vehicle in excess of the value and the vehicle as a mechanical device, or in any
other way, to secure work with TNT under contracts of carriage .
7. I hereby acknowledge that any goodwill attached to the work of the vehicle is the
goodwill of TNT .



8. I hereby acknowledge that TNT has the right to terminate its engagement in accordance with the Contract and no compensation would be payable other than as set out in the Contract (refer to clauses 13 of the Contract).
9. I hereby acknowledge and agree that neither I nor Pty Ltd will look to TNT or the vendor for any loss I or Pty Ltd may suffer in relation to the purchase price of the vehicle if TNT terminates the engagement provided the payments as specified in clauses 13 of the Contract are made.
10. I hereby acknowledge that there are few long-term agreements between TNT and its customers who can alter or terminate their carriage arrangements at short notice.
11. I have been made aware and the details have been explained to me on behalf of Pty Ltd of the terms of the Contract For Services to which I acknowledge on behalf of Pty Ltd it will be bound.
12. I hereby acknowledge that TNT will allocate work in accordance with the Contract.

Dated this day of 19

Before me:

.....
Solicitor

.....
Signature



Conditions of Appointment - Contract Carrier

CERTIFICATE

(Contract Carrier)

I, (Solicitor)

of, (Address)

Hereby certify as follows: .

1. I explained the effect of the attached Statutory Declaration by:

.....

before it was executed by him/her.

2. After I explained the contents of such declaration and Contract I witnessed the binding signature of the appropriate officer of Pty Ltd to the said Contract.

3. I am a Solicitor acting on behalf of Pty Ltd.

4. I am not a Solicitor who is a member of a partnership or employed by a partnership, a member of which is acting for TNT.

Dated this day of 19

..... (Solicitor)



SCHEDULE 6

THIS CONTRACT made on the.....day of1999

BETWEEN:

TNT Australia Pty Limited (ACN 000 495 269) (the "Principal Contractor");

AND

[Insert Name of the Contract Carrier]_____

(ACN number if applicable)_____)
of [Insert Address]_____

(the "Contract Carrier")

and also involves

Transport Workers' Union of Australia, NSW Branch (the "TWU")

RECITALS:

- A. The Principal Contractor carries on the business of, amongst other things, carrying goods to and from various locations (often within short/sensitive time frames). In the course of this business the Principal Contractor requires Services to be provided.
- B. The Contract Carrier has agreed to provide Services to the Principal Contractor subject to and in accordance with the terms and conditions referred to in this Contract.



Executed as a Contract

Signed for and on behalf of TNT Australia Pty Limited (ACN 000 495 269) by [an authorised person/an authorised Power of Attorney] in the presence of a witness:

Signed for and on behalf of the Contract Carrier in the presence of a witness:

IF THE CONTRACT CARRIER HAS A DIRECTOR AND A DIRECTOR/SECRETARY

Signed for and on behalf of the Contract Carrier in the presence of a witness:

.....
Signature of authorised person
Director/Secretary

.....
Sole Director/Secretary

.....
Signature of Director or
Signature of

.....
Full name of authorised person
Director/Secretary

.....
Sole Director/Secretary

.....
Full name of Director or
Full name of

.....
Signature of witness

.....
Signature of witness

.....
Signature of witness

.....
Full name of witness

.....
Full name of witness

.....
Full name of witness

.....
Date signed

.....
Date signed



SCHEDULE 7

Car #	Surname	First Name	Trading Name	Type
3	McKay	Ian	Ian McKay Transport Services	S/Trader
4	Power	Brian	Muskstep Pty Ltd	P/L
5	Lorens	Ryan		S/Trader
6	Goussis	Angelo		S/Trader
7	Von Riegen	Kurt		S/Trader
9	Jeajea	Raymond		S/Trader
10	Bownds	Terry	TGB Trust	Trust
11	Storay	James	System Pty Ltd	P/L
12	McCarthy	David	DJ & S McCarthy	Ptnrshp
13	Horton	Stephen		S/Trader
14	Balcomb	Geoffrey	Mageke Pty Ltd	P/L
15	Sowter	Neville		S/Trader
16	Curtin	Peter		S/Trader
17	Northridge	Mark	Northridge Courier Service Pty Ltd	P/L
19	Lamerton	Bradley		S/Trader
20	Hooper	Garry	Gazaine Pty Ltd	P/L
21	Wood	Brett		S/Trader
23	Lim	Jimmy	TAI Securities Pty Ltd	P/L
24	Mohole	Christian	Road Trax Express Couriers Pty Ltd	P/L
25	Pavlidis	Micheal		S/Trader
26	Kingshott	Grant		S/Trader
27	White	Patrick		S/Trader
28	Dhiacou	Chris		S/Trader
29	Lloyd-Jones	Neil		S/Trader
30	Smith	Trevor		S/Trader
31	Van Gramberg	Andre		S/Trader
32	Luxford	Glenn		S/Trader
33	Wearne	David		S/Trader
34	Difabio	Anthony		S/Trader
35	Crawford	Peter	Crawford Group Pty Ltd	P/L
36	McDonald	Darren	Darren & Lucia McDonald	Ptnrshp
37	Simonsen	Peter		S/Trader
38	Stanton	Stephen	Stanton Executive Delivery Service Pty Ltd	P/L
39	Millar	Keith		S/Trader
41	Kumar	Rajendra		S/Trader
43	Rutherford	Alex	A & DR Rutherford	Ptnrshp
44	Morrison	Brian		S/Trader
45	Milatos	Nick		S/Trader
46	Diamond	Peter		S/Trader
47	Host	Stephen		S/Trader
48	Dimovski	Micre	M & M Transport	S/Trader
49	Risk	Anthony		S/Trader
50	Wilkins	Mark		S/Trader
51	Guthrie	Colin		S/Trader
55	Crouchley	Darren		S/Trader



61	Barrios	Carlos		S/Trader
63	Stanmore	Anthony		S/Trader
64	Ward	Alan		S/Trader
65	Peaston	Kevin		S/Trader
66	Foster	David	DN & DC Foster	Ptnrshp
67	Fairbanks	John		S/Trader
68	Cowlshaw	David		S/Trader
69	Mitchell	Wayne	W & W Mitchell P/L	P/L
70	Bell	Colin		S/Trader
71	Duggan	Patrick	P & M Duggan	Ptnrshp
72	Connor	Chris		S/Trader
74	Zagas	George		S/Trader
75	Knight	Mark		S/Trader
76	Papasavvas	Aaron		S/Trader
78	Loy	Barry	BA & DL LOY	Ptnrshp
79	Gehan	Noel	NB & DE Gehan	Ptnrshp
80	Luxford	Kathy		S/Trader
82	Parker	David		S/Trader

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