

To whom it May Concern,

We have enclosed an information pack due to your interest in registering with our company. The pack contains a number of forms that are required to be completed as a requisite of our Quality Assurance System. These forms include;

- Hazard Risk Assessment
- Recipient Created Tax Invoice (R.C.T.I.) Agreement
- Operators Details Form

In addition to this we also require current copies of the following;

- Third Party or Comprehensive Insurance.
- Blue Card/ Green Card
- Public Liability Insurance
- Certificate of Company & Workcover Insurance (If Incorporated)
- Drivers License or Operators Certificate
- Certificate of Vehicle Registration

Please forward the completed and copied documents as soon as possible.

We appreciate your interest in registering with our company and look forward to establishing a valued relationship with you in the future.

If you have any further queries regarding the company or any of its operations please do not hesitate to contact me on any of the numbers listed below.

Yours Faithfully
HANNAS CIVIL ENGINEERING PTY LTD

Peter De Pasquale
Plant Hire Manager

COMPANY REGISTRATION FORM

Company Name/ Trading Name		
Date	ACN No.	
Owners Name	ABN No.	
Street Address		
Mailing Address		
Company Contact Name		
Business Number	Business Fax	Mobile
Contact Email		

Please attach copies of the following documents

Public Liability Policy No.	Amount	Company	EXP Date
Certificates of Currency	Amount	Company	EXP Date
Comp/ Third Party Policy No.		Company	EXP Date
Work Cover / Comp. Policy No.		Company	EXP Date
Certificate of incorporation must also be included with registration pack			

Office use only:]

Entered By
New Contractor No.

EQUIPMENT REGISTRATION FORM TRUCKS

Driver Name		
Phone	Mobile	Fax

COPIES OF THE FOLLOWING DOCUMENTS MUST BE ATTACHED

Years Experience in Industry	Details	
Licence No.	Licence Type	
Exp Date		
Dangerous goods licence No.		
Exp Date		
Union		Membership No.
Exp Date		
Blue Card No.	Green Card No.	
EPA Permit No. (Truck)	State of Issue	EXP
EPA Permit No. (Trailer)	State of Issue	EXP

COPIES OF REGISTRATIONS AND PERMITS MUST BE ATTACHED

Truck Details		Trailer Details	
Model (Cab over or Bonnet)		Type	
Registration Number		Registration Number	
Year		Year	
Body Type		Body Type	
Swinging Gate		Swinging Gate	
Suspension Type		Suspension Gate Type	
Tarps		Tarps	

Office Use Only

Checked By _____

Entered By _____

Date _____

Date _____

HAZARD RISK ASSESSMENT PLANT / MACHINE

This form must be completed correctly and accurately. It requires the owner of the plant to meet Occupational Health and Safety (OH&S) standards.

Owners Name _____

Owners Company Name _____

Equipment Details (include model, registration number & accessories) _____

Drivers Licence Number _____

Other Certificates _____

Check List Registered Road Plant/ Equipment	Roadworthy Yes/ No	Condition Action to be taken
Guarding- moving parts guarded		
Brakes- Foot/ park brake operating		
Protective Structure- fitted/type		
Seal Belt- fitted		
Safety bars/props- in place		
Warning signs- fitted		
Audible alarms- fitted		
Steps- Hand Grips- in place		
Work Platform- condition		
Rotating Light- in place		
Fire extinguisher- in place		
Quick hitch- independent latching device		
Lifting Points- approved		
Attachments- training in the use of		
Noise level- 86DBS if above, display sticker		
Other		

Safety Operating Work Instruction

1. Operators must have all appropriate current licenses or proof of training or competency to operate the vehicle / plant.
2. Obey speed limits on site.
3. Safety footwear and helmet to Australian Standards Association must be worn at all times when out of the cabin.
4. Fluorescent and red / orange safety jackets must be worn at all times when out of the cabins.
5. All vehicles to be driven in accordance with New South Wales and Queensland Road Safety Traffic Regulations.
6. Alcohol and prohibited drugs are not permitted to be brought or consumed on site.
7. Any change in the above circumstances affecting equipment safety or roadworthiness is to be reported to the Company immediately

I _____ being the owner of the above-mentioned equipment have accurately answered all the questions in regard to meeting the Safety requirements as per OH&S.

Signed _____ Date _____

AGENCY AGREEMENT

I _____ the Operator, appoint Hannas Civil Engineering Pty Ltd as my non-exclusive booking agent on the terms and conditions set out in the Agency Conditions, as varied from time to time, a copy is attached to this Agreement and to the special conditions set out below.

I pledge to the Agency that the provisions of the Agency Conditions are incorporated in this Agreement and that I will at all times comply with the Agency Conditions.

Name of Operator _____

ABN (if applicable) _____

Address of Operator _____

Signature of Operator/ Authorised Officer _____

Name of Operator/Authorised Officer _____

Date _____

Signature for and behalf of Hannas Civil
Engineering Pty Ltd (ABN 42 051 354 753) by it's
Authorised Officer _____

Name Of Authorised Officer _____

Date _____

RECIPIENT CREATED TAX INVOICE AGREEMENT

With the introduction of the GST on the 1 July 2000, Hannas Civil Engineering Pty Ltd offers the service of producing Tax Invoices for you.

As you will be aware, to avoid having tax of 48.5% deducted from your payments, you will need to produce a tax invoice quoting an Australian Business Number (ABN)

This Agency can produce a Tax Invoice for you. It is called a Recipient Created Tax Invoice (RCTI). This will be done at the same time cheques are produced in accordance with the Agency Agreement. To do this we will require your ABN and written consent.

You will still need to prepare your Business Activity Statement and pay the GST amount owed

All you need to do is complete the attached RCTI agreement and send your work docket in each week.

We strongly recommend that if you require detailed information about the GST that you contact your Accountant, Tax Advisor or The Australian Taxation Office.

I / We _____ (Name of Operator) hereby agree to the Agency issuing a Recipient Created Tax Invoice (RCTI) at the time of each payment in accordance with the Agency Conditions.

We further and agree that:

1. I / We will not issue tax invoices for Customer Services/Soil Supply Services.
2. I / We are registered for Goods and Services Tax (GST) and will notify the Agency should GST registration cease.
3. ABN Number _____.

In the event that the Agency ceases to be registered for GST the operator will be notified

Signed By _____

Print Name _____

Date _____

Please return sign copy once completed to

Hannas Civil Engineering Pty Ltd
3/118 Lahrs Road
Ormeau, QLD 4208

AGENCY CONDITIONS

Definitions and Interpretation

1.1 Definitions

In this Agreement

- (1) **Agency** means Civil Plant Pty Ltd, ABN
- (2) **Agreement** and **"this Agreement"** means the agreement between the Operator and the Agency comprising the Agency Agreement to which these conditions apply, these conditions and the Special conditions
- (3) **"Customer Service Conditions"** means the general terms and conditions forming part of the Customer Services Agreement
- (4) **"Soil Supply Services"** means the soil supply services described in the Soil Supply Services Agreement.
- (5) **"Soil Supply Services Agreement"** or **"SSSA"** means an Agreement entered into by an Operator with a Customer for the provision of Soil Supply Services.
- (6) **"Equipment"** means machinery and vehicles owned and used by the Operator for the provision of the Customer Services or the Soil Supply Services.
- (7) **"Factoring Agreement"** means the agreement and terms and conditions entered into by an Operator with the agency for the provision of factoring.
- (8) **"Fees"** means the fees payable by the Operator to the Agency in accordance with clause 3.
 - a) The cost of any action taken by the person to protect itself against any loss or to preserve any right it has under this Agreement.
 - b) Any taxes or duties payable by the person in connection with this Agreement (other than tax on its assessable income); and
 - c) Where applicable, legal costs on an indemnity basis or on a solicitor and own client basis, whichever is higher.

1.2 Interpretation

In this Agreement unless the context otherwise requires:

- (1) **Business Day.** If a person is required to pay money or do an act or thing on a day that is not a Business Day, then the person may pay the money or do the act or thing on the next Business Day.
- (2) **Collective references.** Reference to a thing (including an amount) is a reference to all or any part of it and a reference to a group of things or persons is a reference to any one or more of them.
- (3) **Defined Expressions.** If a word or phrase is defined, a related word or phrase has the corresponding definition.
- (4) **Gender.** A reference to a gender includes the other genders.
- (5) **Headings.** A heading must be ignored in construing this document.
- (6) **Inclusive terms.** If an inclusive term is used, such as "includes", or "including," then it must be construed as "includes, without limitation" or "including, without limitation"
- (7) **Joint Liability.** An obligation on two or more parties binds each party jointly and severally.
- (8) **Joint Obligation.** An obligation incurred in favour of two or more parties may be enforced by each of these parties jointly and severally.
- (9) **Month.** A month means a calendar month.
- (10) **Numbers.** A word in the singular form includes the plural, and vice versa.
- (11) **Parts and Agreement.** A reference to this Agreement includes its recitals, schedules and annexures.
- (12) **Person.** A reference to a person includes a corporation or body politic.
- (13) **Reconstituted Body.** A reference to a body which has ceased to exist or has been reconstituted, amalgamated, reconstructed or merged, or whose functions have become exercisable by another person or body in its place, is a reference to the person or body established or constituted in its place or the person or body by which its functions have become exercisable.
- (14) **Representative and assign.** A reference to a person includes the legal personal representative, successor or permitted assign of that person.
- (15) **Statutory amendment.** A reference to a statute, ordinance, code or other law includes:
 - a) a regulation and other statutory instrument under it; and
 - b) a consolidation, amendment, re-enactment or replacement of any of them.
- (16) **Variation.** a reference to this or any other document includes the document as varied or replaced, even if the parties have changed.
- (17) **Writing.** A reference to writing includes any mode of representing or reproducing words in tangible and permanently visible form, and includes a telex or facsimile transmission.

Services

2.1 Booking Services

- (1) The agency may provide the Booking Services to the Operator from time to time. The Booking Services will include:
 - a) Answering and dealing with customer enquiries.
 - b) Obtaining description of the work required by the customer.
 - c) Providing the customer with an estimate of the cost of the work.
 - d) Booking the Operator to provide Customer Services or the Soil Supply Services.
 - e) Sourcing soil disposal services; and
- (2) The parties acknowledge and agree that the Agency will act as Operator's agent, on a non-exclusive basis, in providing the Booking Services.
- (3) The Operator acknowledges and agrees that where the Agency sources soil disposal services for the Operator, the Operator must dispose of the material using the soil disposal service sourced by the Agency.

The Operator acknowledges and agrees that the Agency is under no obligation to provide the Booking Services to the Operator and does not warrant, guarantee or

represent that it will make any bookings as contemplated by this Agreement or provide the Operator with a flow of work.

2.2 Support Services

The agency will, as an adjunct to the Booking Services, provide the following administrative and accounting services:

- a) Dealing with orders and preparation of Customer Services Agreements and Soil Supply Services Agreements.
- b) Invoicing Customers
- c) Debtor Management; and

2.3 Customer Services and Soil Supply Services

- (1) The Operator warrants that I will:
 - a) Enter into a CSA and/or SSSA in respect of any work arising directly or indirectly from a booking made by the Agency under this Agreement
 - b) Provide the Customer Services in accordance with the Customer Service Conditions and / or the Soil Supply Services Conditions; and
 - c) Carry out the Customer Services and / or Soil Supply Services in an expeditious and professional manner.
- (2) Notwithstanding paragraph (1) the Operator is not obliged to comply with the Agency's directions in relation to the manner and method of performance of the Customer Services or the Soil Supply Services.
- (3) The operator acknowledges and agrees that:
 - a) It may not vary the CSA, the Customer Services Conditions, the SSSA or the Soil Supply Services Conditions and that any purported variation shall be null and void; and
 - b) The Agency may unilaterally vary the Customer Services Conditions and / or Soil Supply Services Conditions from time to time and any such variation must be adopted by the Operator and entered into with Customers as at and from the date of variation.

2.4 Factoring Services

The Agency may at the request of the Operator pursuant to the Factoring Agreement, acquire the Operator's debts arising in connection with this Agreement immediately after invoicing the Customer in accordance with clause 2.2 (b).

The Operator acknowledges and agrees that the Agency is under no obligation to provide the Factoring Services. The Agency acknowledges and agrees that the Operator is under no obligation to enter the Factoring Agreement.

3 Fees

3.1 Payment of Fees

In return for the Agency providing the Booking Services, the Operator agrees to pay the Agency the price less the Operator's Fees.

4 Obligations of Operator

4.1 Maintenance of Equipment

- (1) The Operator must keep and maintain the equipment properly serviced, in proper working order and condition and in good sustainable repair.
- (2) The operator must comply in all respects with all applicable laws, regulations, requirements and rules necessary for the safe and lawful use and operation of the equipment including registration and licensing of the equipment.

4.2 Acknowledgement

The parties acknowledge that the Operator performs the Customer Services and Soil Supply Services under its own name and in its own right and that the Agency is not connected associated or affiliated (other than as a Booking Agent in accordance with this agreement) with the Operator.

4.3 Submission of Work Dockets

The Operator must submit a completed work docket as evidence that the Customer Services and / or the Soil Supply Services have been completed within 30 days of the Soil Supply Services being completed.

5 Warranties and Undertakings

The Operator undertakes and warrants to the Agency that:

- (1) it is empowered, to enter into each CSA and SSSA and to do all things that will be required by the CSA and SSSA
- (2) all things have been done or will be done as may be necessary to render each CSA and SSSA it enters into legally enforceable in accordance with its terms and fully valid and binding on it.
- (3) All authorisations by any governmental agency that are required or will be required in connection with the execution and delivery of the performance of obligations under the validity or enforceability of, each CSA and SSSA have been obtained or effected and will be fully operative and in full force.
- (4) It has prior to the date of this agreement and after reasonable enquiry and investigation, disclosed to the Agency all information that could reasonably be regarded as affecting to a substantial extent on the decision of the Agency to enter into this Agreement.
- (5) It has taken all reasonable steps to ensure that no statement or representation made by it or on its behalf to the Agency in negotiations antecedent to this agreement is misleading or deceptive in any material respect; and;
- (6) It will not perform any services for any Customer introduced to the Operator by the Agency, other than under a Customer Service Agreement or a Soil Supply Services Agreement arranged by the agency, for the Restraint Period from the last day on which the Operator provides services to the Customer under a Customer Services Agreement or soil Supply Services agreement arranged by the Agency. If the Operator does perform services for the Customer in the Restraint Period, the Operator must pay to the agency an amount equal to the booking fee that would have been payable if the Agency made the booking on behalf of the Operator for those services.

6 Completed CSA required for performance of support Services.

The Agency will not perform the support Services or Factoring Services in respect of a booking until the Operator remits a fully completed docket

sociated with that booking, to the Agency.

Insurance Requirements

7.1 Required Insurance

The Operator must maintain the required Insurance whilst it continues to provide the Customer Services and Soil Supply Services and for the period of 6 years after it has ceased to provide the Customer Service or Soil Supply Services to each Customer. The Operator must produce evidence on demand to the satisfaction of the Agency of the insurance effected and maintained in accordance with this clause.

Indemnity

The Operator indemnifies the Agency against all Loss that the Agency may sustain or incur as a result, whether directly or indirectly, of:

- (1) Any breach by the Operator of a CSA or SSSA including, but not limited to a breach in respect of which a Customer may exercise a right to terminate the CSA or SSSA; or
- (2) Any loss or damage to any property or injury to or death of any person cause by any negligent act or omission or wilful misconduct of the Operator or its Representatives in performing the Customer Services or Soil Supply Services.

Exclusions and Limitations

9.1 Conditions and warranties required to be binding

The only conditions and warranties which are binding on the Agency in respect of:

- (1) The state, quality or condition of the services supplied by it to the Operator, and /or
- (2) Advice, recommendation(s), information or services supplied by it; or its Representatives to the Operator;

Are those imposed and required to be binding by statute (including the *Trade Practices Act 1974*).

9.2 Limitation on Liability

To the extent permitted by statute, the liability, if any, of the Agency arising from the breach of the conditions or warranties referred to in clause 9.1, are at the agency's option, limited to and completely discharged, by supplying the advice, recommendation(s), information and services again.

9.3 Exclusion of other conditions and Warrantees

Except as provided in this clause 9.1, all conditions and warranties implied by law in respect of the state, quality or condition of the services which may apart from this clause be binding on the Agency are excluded.

9.4 Acknowledgements by Operator

The Operator acknowledges that the Operator does not rely and it is unreasonable for the Operator to rely on the skill or judgement of the Agency as to whether the services supplied are reasonably fit for any purpose for which they are being acquired.

9.5 Exclusion and Consequential Loss

Except to the extent provided in this clause 9.1, the Agency has no liability (including liability in negligence) to any person for:

- (1) Any loss or damage, consequential or otherwise, suffered or incurred by that person in relation to the advice, recommendation(s), information or services; and
- (2) In particular without limiting clause 9.5 (1), any loss or damage consequential or otherwise suffered or incurred by that person caused by, or resulting directly or indirectly from, any failure, defect or deficiency of any kind of or in the advice, recommendation(s), information or services.

Goods and Services and Other Tax

The Fees do not (unless otherwise stated or agreed in writing) include goods and services, consumption, value added or similar tax, which must be added to the Fees and paid by the Operator to the Agency.

Confidentiality

Each of the parties must keep confidential any information, which it obtains in connection with this Agreement, which relates to another party and which is confidential in nature ("Confidential Information"). Parties may only use confidential information to the extent necessary for the performance of this agreement or as expressly permitted to do so. This clause does not apply to information that is in the public domain other than as a result of disclosure in contravention of this clause. On expiry or termination of this agreement each party must return any confidential information in whatever form it is contained to the party from whom it was obtained. This clause survives expiry or termination of this Agreement.

Notices

12.1 Notices

A party giving notice under this agreement must do so by a notice in writing directed to the recipient's address specified in the Agreement, as varied by any notice. The notice must be hand delivered or sent by pre-paid post or facsimile to that address. A notice given in accordance with this clause is taken to be received:

- (1) if hand delivered, on delivery
- (2) if sent by pre-paid post, two days after the date of posting
- (3) if sent by facsimile. When the sender's facsimile system generates a message confirming successful transmission of the total number of pages of the notice.

Miscellaneous

13.1 Entire Agreement

This agreement constitutes the entire Agreement between the Operator and the Agency as to its subject matter and supersedes any prior condition, warranty, indemnity or representation imposed, given or made by a party.

13.2 Waiver

The failure of a party at any time to require performance of any obligation under this Agreement is not a waiver of that party's right:

- (1) to insist on the performance of, or claim damages for breach of that obligation unless the party acknowledge in writing that the failure is a waiver of that party's right.
- (2) At any other time to require performance of that or any other obligation under this agreement.

13.3 Severability

Part or all of any provision of this Agreement that is illegal or unenforceable may be severed from this Agreement and the remaining provisions of this Agreement continue in force.

13.4 Variation

The Agency may vary these conditions at any time by notice to the Operator.

13.5 Stamp Duty

The Operator will comply with the obligations imposed on it by, and pay any and all amounts either party becomes obliged to pay under the *Duties Act 2001* (Queensland) as a result of this agreement.

13.6 Assignment

A party must not assign this Agreement or any right under this Agreement without the written consent of the other party which must not be unreasonably withheld.

13.7 Governing Law

This Agreement will be governed by the law applicable in Queensland and in each party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of Queensland.