

Transport Services Agreement (Short Form)

1. AGREEMENT FORMATION

- 1.1 These terms and conditions provide a framework under which Coates may order and the Service Provider must perform the Services set out in a Request.
- 1.2 The parties acknowledge and agree that:
- (a) the Service Provider is a non-exclusive supplier of Coates;
 - (b) nothing in this Agreement obliges Coates to request or acquire any Services from the Service Provider; and
 - (c) Coates may acquire services that are the same as (or similar to) the Services from any third party.
- 1.3 This Agreement commences on the Commencement Date and will continue for the Term unless terminated earlier in accordance with its terms. The parties may agree to extend the Term as agreed between the parties.
- 1.4 A contract is formed (and a Request is deemed accepted by the Service Provider) when Coates issues a Request to the Service Provider and the Service Provider either, from the earlier of:
- (a) accepts the Request; or
 - (b) the expiry of 1 hour, or as otherwise agreed in writing from receipt of the Request,
- (the **Agreement**).
- 1.5 This Agreement consists of (in order of precedence):
- (a) these terms and conditions;
 - (b) the Request issued to the Service Provider, and any documents attached to the Request (including any purchase order); and
 - (c) any schedules or annexures to this Agreement.

2. PERFORMANCE

- 2.1 The Service Provider must:
- (a) collect the Equipment from the Collection Address on the Collection Date and within any period of time window specified in the Request; and
 - (b) deliver the Equipment to the Delivery Point by the Date for Delivery and within any period of time window specified in the Request.
- 2.2 The Service Provider must perform the Services in accordance with the Agreement, Coates' Code of Conduct, all applicable Laws, regulations, industry standards and codes and all reasonable directions of Coates.
- 2.3 The Service Provider must keep Coates informed at all times regarding its ability to comply with the requirements of this clause 2 including by notifying Coates in writing immediately, and at the latest by the end of the next Business Day, upon becoming aware of:
- (a) any delay or cause that will or may be likely to contribute to a failure by the Service Provider to collect or deliver the Equipment by the Date for Delivery and within the times required; and
 - (b) any event or circumstance that will or may likely give rise to a variation to the Rates or any increases or decreases in costs in connection with this Agreement.
- 2.4 If the Service Provider fails to notify in accordance with clause 2.3 (including by the times required), Coates will have no liability and the Service Provider is barred from claiming with respect to those delays, causes, events or circumstances.
- 2.5 The Service Provider must:
- (a) notify the Coates' representative promptly and at the latest, by the end of the day when it considers the Equipment has been collected and/or Delivered (and whether it was within

the times required) and/or the Services have been performed; and

- (b) ensure the Service Provider Delivery Document is signed by Coates and that the time and date of collection and delivery is updated on a Coates' specified website.

Following receipt of a notice in accordance with clause 2.5(a)2.5(a) above, Coates will either:

- (a) acknowledge that the Equipment has been collected and/or Delivered by the times required and the Services have been completed; or
- (b) notify the Service Provider that the Services do not meet the requirements of this Agreement.

Coates retains title to the Equipment at all times. Risk in the Equipment passes to the Service Provider when the Equipment is collected from the Collection Address at the time of commencing to load the Equipment and passes from the Service Provider after the Equipment is Delivered to and unloaded at the Delivery Point.

The Service Provider is solely responsible for and must notify Coates immediately of any loss, theft, or damage to the Equipment whilst the Equipment is in the Service Provider's possession (except to the extent such loss, theft, or damage arises due to Coates' own actions). The Service Provider acknowledges and agrees:

- (a) for incidents of theft, it must promptly report the incident to police and provide Coates a written police report;
- (b) it must take all steps necessary to prevent injury to persons and to prevent further damage to the Equipment;
- (c) it must not repair the Equipment without Coates' prior written consent; and
- (d) it will be liable for all costs and expenses incurred by Coates to recover, transport, store, repair or replace the Equipment and any hire charges for the period during which the Equipment is damaged and/or being repaired or replaced.

The Service Provider represents and warrants that the Services:

- (a) will not breach any Intellectual Property Rights;
- (b) will strictly comply with all applicable Laws, regulations, standards and codes; and
- (c) will be supplied and performed:
 - (i) with the degree of skill, diligence and care expected from an experienced Service Provider in the relevant trade, industry or profession; and
 - (ii) by Personnel who hold all relevant qualifications, permits and licences.

LOADING AND UNLOADING

The Service Provider is responsible for safely loading the Equipment into its transport vehicle at the Collection Address and unloading the Equipment at the Delivery Point. The Service Provider must load and unload the Equipment in accordance with all Coates Guidelines and obligations under COR Laws.

The Service Provider is solely responsible for ensuring the Equipment and quantity of Equipment corresponds to the applicable Request, and ensuring that completion of unloading is acknowledged by, and a Service Provider Delivery Document is obtained from, Coates, its Customer or a Coates representative.

The Service Provider is liable for any damage caused to the Equipment whilst it is being loaded or unloaded, irrespective of its compliance with this clause.

SUBCONTRACTING

The Service Provider must not subcontract any of its obligations under this Agreement without the prior written consent of Coates.

- 4.2 Upon request, the Service Provider must provide Coates a copy of any agreement with its subcontractor and evidence of its subcontractors' insurance.
- 4.3 Coates may at any time notify the Service Provider that it must cease to use any or all subcontractors to perform the Services, and the Service Provider must take immediate steps to remove that subcontractor and propose an alternative subcontractor for Coates' approval under this clause.
5. **RATES**
- 5.1 Subject to any right of set off that Coates may have, Coates will pay the Service Provider the Rates for performance of the Services. Unless otherwise stated in this Agreement, the Rates are inclusive of all things necessary and incidental to the carrying out of the Services including but not limited to all taxes, tolls, out of pocket expenses, levies and other costs and charges, excluding GST.
- 5.2 Coates will only pay the Service Provider its reasonable costs for any delay due to the loading or unloading of the Equipment if the Service Provider has advised Coates of the delay, and Coates has agreed in writing to pay such compensation to the Service Provider.
6. **INVOICING**
- 6.1 Coates will pay the Service Provider the Rates (or Revised Rates, as applicable) in respect of the Services provided in accordance with the Agreement.
- 6.2 Payment made by Coates are on account only and are not:
- (a) evidence that the Services have been satisfactorily supplied or carried out in accordance with this Agreement; or
 - (b) an admission of liability or approval by Coates of the Service Provider's performance or compliance with the Agreement.
- 6.3 Coates is not obliged to pay any invoice that does not comply with the requirements of this clause 6.
- 6.4 The Service Provider must issue a tax invoice to Coates to accpay@coates.com.au. Any tax invoice issued more than 12 months after the performance of Services will be invalid and not payable by Coates.
- 6.5 The Service Provider must ensure that each invoice, the Service Provider Delivery Document and all correspondence pertaining to the Services clearly sets out:
- (a) Coates' full legal name and ABN;
 - (b) the date and number of the applicable Request;
 - (c) a description of the Equipment supplied and/or Services performed, including the quantities and date they were supplied and Unique Load Identifier Number;
 - (d) where Coates has provided the Service Provider with asset numbers, the Coates asset numbers against the serial number of the Equipment;
 - (e) the Rates claimed by the Service Provider for the Equipment supplied or the Services performed;
 - (f) how the claimed payment has been calculated; and
 - (g) any other information that Coates reasonably requires from time to time.
- 6.6 Within 10 Business Days of receiving a valid tax invoice under clause 6.5, Coates may issue to the Service Provider a payment schedule which:
- (a) states the value of work completed in accordance with the Agreement for which payment has not previously been made;
 - (b) identifies any amounts which Coates is entitled to retain, deduct, withhold or set off against moneys otherwise due to the Service Provider; and
 - (c) states the amount, if any, which Coates proposes to pay the Service Provider and if that amount is less than the amount claimed in the tax invoice, the reasons why this is the case (the **Scheduled Amount**).
- 6.7 Coates must pay the Scheduled Amount within the earlier of 45 days after the end of month in which the tax invoice is received or any period required by any applicable Laws.
- 6.8 Coates may withhold, retain, or set off from any payment due to the Service Provider under the Agreement:
- (a) any amounts or debts due and payable from the Service Provider to Coates; and
 - (b) any amounts that Coates, acting reasonably and in good faith, considers necessary to protect Coates against any damages or loss for which the Service Provider is or may become liable to Coates under or in connection with the Agreement or any agreement.
- 6.9 The parties agree that all amounts payable under the Agreement are expressed on a GST exclusive basis. If GST is payable in relation to a Taxable Supply, the amount payable for that Taxable Supply is the amount for that Taxable Supply specified in this Agreement plus GST. The parties must provide each other with all documentation required to claim any Input Tax Credit, set off, rebate or refund for or in relation to any GST included in any payment made under the Agreement. In this clause, the terms "**Taxable Supply**" and "**Input Tax Credit**" have the meaning given in the GST Law.
7. **Owner Drivers and Forestry Contractors Act 2005 (Vic)**
- If the Services are performed in the state of Victoria and the *Owner Drivers and Forestry Contractors Act 2005 (Vic)* (**Act**) applies to the Services, then this clause 7 applies. To the extent there is any inconsistency with this clause and any other clause in this Agreement, this clause 7 will prevail.
- 7.2 Coates will provide to the Service Provider the minimum payment, or payment relevant to the minimum number of hours of work, as specified in the Request. This minimum payment will be paid to the Service Provider regardless of whether any work is allocated to or performed by the Service Provider, provided the Service Provider is available to perform the Services.
- 7.3 The Rates will be reviewed annually by the parties on each anniversary of the Commencement Date. In reviewing the Rates to be paid under this Agreement, the parties will have regard to any principles for review of rates contained in the Code of Practice referred to under the Act.
- 7.4 Coates will pay the Service Provider's invoices within 30 days of receipt of invoice.
- 7.5 Either party may terminate this Agreement by the giving of written notice as follows:
- (a) where the vehicle supplied under this Agreement is a Heavy Vehicle, then three months' notice; or
 - (b) where the vehicle supplied is not a Heavy Vehicle, then one month's notice.
- Alternatively, if Coates is seeking to terminate the Agreement, it may pay to the Service Provider an amount in lieu of giving notice, calculated in accordance with section 22 of the Act.
8. **INSURANCE**
- 8.1 The Service Provider will at its own cost, effect and maintain appropriate insurance policies during the Term including:
- (a) product liability insurance with cover of not less than \$20 million;
 - (b) public liability insurance with cover of not less than \$20 million;
 - (c) comprehensive motor vehicle insurance including third party property damage cover of not less than \$20 million;

- (d) marine insurance for the full replacement value for any damage or loss during transit;
- (e) workers compensation as required by law;
- (f) where the Service Provider is a sole trader or partnership, personal accident insurance; and
- (g) any other insurance as specified in the Request.
- 8.2 In addition to any insurances required to be held under this Agreement, the Service Provider's insurance must:
- (a) cover loss, theft, or damage to the Equipment from any cause;
- (b) cover loss or liability to any third party;
- (c) be taken out with a reputable insurer satisfactory to Coates (with a minimum Standard & Poor's rating of A or equivalent); and
- (d) name Coates as an interested party on the policy.
- 8.3 Upon Coates' request, the Service Provider must promptly provide Coates with certificates of currency for the Service Provider's insurance policies required by this clause 8.
- 8.4 Coates may take out and maintain any policy of insurance required by this clause 8 if the Service Provider fails to do so, and the Service Provider agrees to reimburse Coates for any expenses Coates incurs in taking out and maintaining such insurance.
- 8.5 The Service Provider must pay all deductibles and excesses associated with any claim on any insurance policy required under this Agreement.
9. **LIABILITY AND INDEMNITY**
- 9.1 The Service Provider is liable for, and indemnifies Coates and its Personnel from and against all loss, liability, damage, injury or expense suffered or incurred, whether arising directly or indirectly, as a result of any:
- (a) personal injury (including death or disease) to any Coates' Personnel, the Customers, the Service Provider or any third party;
- (b) loss of, or damage to personal property including but not limited to the Equipment, the property of the Service Provider, the Customers, Coates, any Coates' Personnel or any third party;
- (c) a failure of the Service Provider or its Personnel to observe any Laws, regulations or rules;
- (d) any breach of this Agreement by the Service Provider; and
- (e) any act or omission of the Service Provider or its Personnel in connection with this Agreement.
- 9.2 The indemnity given by the Service Provider under clause 9.1 is not restricted, limited or waived by any provisions of the Agreement with regard to insurance or by Coates' approval of the insurance policies.
- 9.3 The indemnity given by the Service Provider under clause 9.1 will be proportionately reduced to the extent the loss, damage, injury or death arose directly out of the negligence of Coates or Coates' Personnel.
- 9.4 Neither party will be liable to the other for any consequential loss, loss of profits, lost production, loss of anticipated savings or loss of opportunity arising from or in connection with this Agreement, except to the extent that a party is expressly entitled to payment for such losses under this Agreement.
- 9.5 Notwithstanding any other provision in this Agreement, to the extent permitted by Laws, the Service Provider's maximum aggregate liability to Coates for all claims under or relating to this Agreement or its subject matter whether in contract, tort (including without limitation, negligence), in equity, under statute, under an indemnity or otherwise, is limited to the amount of ten (10) times

the Rates paid by Coates to the Service Provider under this Agreement.

- 9.6 The limitations of liability in clauses 9.4 and 9.5 will not apply in respect of the Service Provider to the extent that the liability:

- (a) is recoverable by the Service Provider under an insurance policy required by this Agreement or would have been recoverable if the Service Provider had complied with its obligations with respect to insurance and had the Service Provider made, and diligently pursued, a claim which would reasonably be made pursuant to any applicable insurance;
- (b) arises as a result of fraudulent misrepresentation, wilful misconduct (including wilful default) or criminal conduct by the Service Provider;
- (c) arises from an infringement of Intellectual Property Rights or a breach of Laws; or
- (d) is in connection with loss or damage to property or injury to, illness or death of any person.

BREACH AND TERMINATION

- 10.1 This Agreement may be terminated in whole or in part:

- (a) by Coates at any time for any reason by giving 30 days written notice to the Service Provider;
- (b) by either party immediately on written notice if the other party is in breach of the Agreement and the other party has failed to remedy that breach within 30 days of being requested to do so; or
- (c) by either party immediately on written notice if the other party becomes bankrupt or insolvent, executes a personal insolvency agreement, enters into liquidation, administration, receivership or ceases to carry on business, subject to any rights it may have under the *Corporations Act 2001* (Cth).

- 10.2 Termination or expiry of the Agreement does not affect the rights or obligations of the parties under the Agreement that accrued prior to the date of termination or expiry.

CONFIDENTIALITY

- 11.1 Each party will, and will ensure that its Personnel will, keep any Confidential Information it receives under or in connection with the Agreement confidential and will not disclose such Confidential Information without the prior written consent of the other party.

- 11.2 The obligations contained in this clause do not apply to disclosures to the extent that they are:

- (a) required by Laws (including disclosure to any stock exchange);
- (b) made to its legal advisers, accountants or auditors; or
- (c) required to enable the disclosing party to make or defend any claim under the Agreement.

DISPUTE RESOLUTION

- 12.1 Where any dispute, controversy or claim arises in connection with the Agreement, including any question regarding their existence, validity or termination, a party must give notice to the other party setting out the material particulars of the dispute (**Dispute Notice**).

- 12.2 Each party's representative must meet to attempt in good faith to resolve the dispute by negotiations and consultation between themselves.

- 12.3 If the party's representatives are unsuccessful in resolving the dispute within 20 Business Days of the Dispute Notice, a party may take such further action as it considers appropriate, including commencing proceedings.

- 12.4 Each party will continue to perform its obligations under the Agreement notwithstanding the existence of a dispute or the commencement of any proceedings under this clause.

13. GENERAL

- 13.1 A notice or other communication under this Agreement is only effective if it is in writing and it is received by the other party's representative. A notice will be or will be deemed to be received:
- (a) if sent by email, when sent by the sender unless the sender receives an automatic message that the email has not been delivered;
 - (b) if sent by post, when received at the offices of the addressee; or
 - (c) if delivered by hand, on the day it is delivered.
- 13.2 The Service Provider will not assign or novate the Agreement or any payment or benefit under it or enter into any subcontract in relation to the supply of the Equipment and/or Services without the prior written consent of Coates, which may be withheld in its absolute discretion.
- 13.3 Coates may assign or novate any or all of its rights and obligations under the Agreement with the Service Provider's prior written consent (not to be unreasonably withheld), and the Service Provider must promptly execute any documents reasonably required by Coates to give effect to that assignment or novation.
- 13.4 Any subcontracting of the Service Provider's obligations or liabilities under the Agreement will not relieve the Service Provider of those obligations or liabilities and it will remain liable for all acts and omissions of the sub-contractor as if they were acts and omissions of the Service Provider.
- 13.5 The Service Provider may not make any public announcement or statement, including on any website or other form of distribution, in relation to the Equipment and/or Services or the Agreement without the prior written and fully informed consent of Coates.
- 13.6 This Agreement contains the entire understanding between the parties concerning the subject matter of the Agreement and supersedes all prior communications.
- 13.7 This Agreement cannot be amended or varied except in writing and signed by the parties.
- 13.8 If any term or provision of the Agreement is held by a court to be illegal, invalid or unenforceable under the applicable Laws, that term or provision will be severed from the Agreement and the remaining terms and conditions will be unaffected.
- 13.9 Any waiver of rights will not be deemed a waiver unless it is in writing and signed by an Authorised Person of the party waiving such rights and any such waiver will only operate to the extent so specified.
- 13.10 Nothing in the Agreement is to be interpreted as creating an employment, agency, partnership or joint venture relationship between any parties.
- 13.11 The Agreement is governed by the Laws of New South Wales and the parties submit all disputes to the non-exclusive jurisdiction of the courts of New South Wales.
- 13.12 This Agreement may be executed in any number of counterparts. All counterparts will be taken to constitute one counterpart.
- 13.13 Clauses 8, 9, 11, 12, 13 and any other provisions which are expressed to, or by their nature, survive termination or expiration of the Agreement, will survive termination or expiration of the Agreement.
- 13.14 The Service Provider must not re-hire, sell, dispose of, or create any Security Interest (as that term is defined in the PPSA) in respect of the Equipment.
- 13.15 During the performance of the Services, the Service Provider and its Personnel must co-operate with all other parties in the chain of responsibility supply chain to ensure that all parties are in a position to comply with their respective obligations under the COR Laws.
- 13.16 The Service Provider will provide on request, for inspection by Coates for audit purposes, the Service Provider's records to enable Coates to undertake an audit to ensure the Service Provider is

complying with all Laws, including but not limited to, the payment of superannuation and compliance with COR Laws. Any failure by the Service Provider to comply with its obligations under this clause 13.16 will constitute a breach of this Agreement.

14. DEFINITIONS AND INTERPRETATION.

In this Agreement, the following words and phrases will have the corresponding meanings:

Authorised Person means the person specified in the Agreement Details or any other person notified in writing by a party from time to time.

Business Day means any day other than a Saturday, Sunday or public holiday of the State in which the Services are performed or 27, 28, 29, 30 or 31 December.

Coates Code of Conduct means the Coates Code of Conduct, a copy of which is available on Coates' website (<http://www.coates.com.au>).

Coates Guidelines means the Coates guidelines applicable to the Service Provider's provision of the Services, as set out in Annexure B.

Coates means Coates Hire Operations Pty Ltd (ACN 074 126 971).

Commencement Date means the commencement date set out in the Request.

Confidential Information means the confidential, proprietary and commercially sensitive information of a party or its Related Companies (irrespective of the form or the manner in which the information is disclosed, or the time of such disclosure) including information which: a party knows, or reasonably ought to know, is confidential; relates to the business affairs and practices of a party or its Related Companies (including financial information, business opportunities, business plans, business processes and methodologies); but does not include information which is in, or comes into, the public domain other than by a breach of this Agreement.

Collection Address means the address where the Equipment is to be collected.

Collection Date means the date the Equipment is to be collected from the Collection Address.

COR Laws means Laws relating to fatigue management, speed and mass, dimension and load restraint compliance requirements generally referred to and vehicle standard requirements, also known as "Chain of Responsibility" Laws or "Heavy Vehicle National Law" and vehicle standard requirements.

Customer means a customer of Coates who is hiring the Equipment.

Date for Delivery means the date on which the Equipment must be Delivered to the Delivery Point as set out in the Request.

Delivered means the point in time when the Service Provider delivers the relevant Equipment to the Delivery Point.

Delivery Point means the delivery point for delivery of the Equipment as set out in the Request.

Equipment means any item of plant and/or equipment that the Service Provider is requested by Coates to transport from time to time.

GST has the meaning given to that term in the GST Law.

GST Law means *A New Tax System (Equipment and Services Tax) Act 1999* (Cth) and any regulations made pursuant to that Act.

Heavy Vehicle has the same meaning as in the COR Laws.

Intellectual Property Rights means all copyright and analogous rights (including moral rights), all registered or registrable rights in relation to inventions (including patent rights), trademarks, designs, circuit layouts and all other rights throughout the world resulting from intellectual activity in the industrial, scientific or artistic fields.

Laws means from time to time any statute, regulation, code, standards, award or other subordinate legislation or legislative instrument of a state or the Commonwealth, any rule of common law or equity, and any legally binding or enforceable requirement of a government authority.

Personnel means the officers, employees, contractors and agents of the relevant person and in the case of Coates, includes its Related Companies and excludes the Service Provider and each of the Service Provider's personnel and in the case of the Service Provider, excludes Coates and each of Coates' personnel.

PPSA means the *Personal Property Securities Act 2009* (Cth).

Rates in respect of a particular Service means the rate for the Services as set out in the Request.

Related Companies means a related body corporate as defined in section 50 of the *Corporations Act 2001* (Cth).

Request means a request for Services issued by Coates to the Service Provider, which will contain a purchase order to be quoted in any invoices, the Rate for the Services and specify the Equipment to be Delivered, the quantity of Equipment to be Delivered, the Collection Address, the Collection Date, the Delivery Point, the Date for Delivery, and any other matter Coates considers relevant to the Services.

Revised Rates means the revised rates agreed between the parties in accordance with this Agreement.

Services means any services that the Service Provider may be requested to perform on behalf of Coates, and includes the services set out in Annexure A.

Service Provider means the Service Provider set out in the Request.

Service Provider Delivery Document means a delivery document, dispatch note, time sheet, claim form or such other document which constitutes evidence of the delivery of Equipment (but not an acknowledgment that the Equipment and/or Services comply with the Agreement) and which is issued by the Service Provider and accepted by Coates, in writing, which sets out the applicable Request and description of the Equipment and Services.

Term means the term of this Agreement set out in the Request.

Unique Load Identifier Number means the load number provided by Coates. In this Agreement, unless the contrary intention appears, reference to.

- (a) a day means a calendar day;
- (b) the singular includes the plural and vice versa;
- (c) a party includes corporations, partnerships, a government or statutory body or authority, its legal personal representatives, successors and assigns;
- (d) a legislative provision or legislation (including subordinate legislation) is a reference to that provision or legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
- (e) "including" and similar words do not imply any limitation; and
- (f) all references to "dollars" or "\$" are to Australian dollars.

Headings are for convenience only and do not affect the interpretation of this Agreement.

ANNEXURE A – Services

1. The Services to be provided by the Service Provider include, but are not limited to the following activities:
 - (a) notify Coates promptly of any damage to the Equipment;
 - (b) prompt reporting of any fault or damage to Equipment, which occurs in transit, to Coates;
 - (c) compliance with the specific instructions and messages as relayed by Coates staff in relation to the provision of the Services;
 - (d) timely capture of milestone events to assist with the measurement and tracking of performance and delivery status, and to enable electronic notification updates to Customers, including but not limited to enroute, arrived and completed;
 - (e) promptly (or as agreed) uploading data captured in relation to the Service Provider's performance to Coates' online platform as provided by Coates; and
 - (f) capture and provision of Coates' proof of delivery (POD) documentation or other agreed documentation in accordance with the Agreement.
2. In addition to the Services set out above, the Service Provider acknowledges and agrees:
 - (a) it will not at any time, and will ensure that any of its Personnel does not, drive in an unsafe manner or for unreasonable hours and it will not impose any unreasonable terms on any of its Personnel that would directly or indirectly influence its Personnel to drive in an unsafe manner or for unreasonable hours. This includes promoting, rewarding or encouraging any behaviour that would lead to this conduct;
 - (b) it will train its Personnel on relevant Commonwealth and state Work Health & Safety (WH&S) responsibilities and standards as amended, will have safe methods of work and will comply with Coates site safety requirements;
 - (c) the cost for all site inductions are to be borne by the Service Provider, including any driver inductions that may be required to complete deliveries at some industrial sites (e.g. mine sites, industrial sites). It is responsible for all costs and expenses associated with its Personnel induction certification;
 - (d) it must develop Safe Work Method Statements (SWMS) in accordance with all relevant Commonwealth and state WH&S Acts and Regulations. A copy of SWMS must be provided to Coates upon request;
 - (e) it and all its Personnel must comply with Coates' drug and alcohol policy which includes random drug and alcohol testing of all its Personnel on Coates' sites;
 - (f) it must notify Coates as soon as practicable where it or any of its Personnel is unable to perform the Services;
 - (g) it will ensure its Personnel are available (at the cost of the Service Provider) to attend Equipment orientation and other training sessions held by Coates at the Service Provider's expense, including the appropriate online e-learning modules prior to performing any of the Services, and have read and agree to comply with the guidelines provided in the Coates Truck Drivers Guide and restraining loads in accordance with the Coates Load Restraint Guide;
 - (h) it will be responsible for payment of all fuel, tolls, running costs, repairs, system integration and other like costs incurred in respect of the Service Provider's vehicle (**Operating Costs**). Coates shall not be liable to the Service Provider for any such payments. These Operating Costs are included in the Rates;
 - (i) the Service Provider represents and warrants that its Personnel will hold all permits, licences and other authorities reasonably necessary or required to provide the Services;
 - (j) it must co-operate and comply with a reasonable request or direction from Coates in relation to:
 - (i) the management of the transport and journey documentation;
 - (ii) monitoring compliance with COR Laws and environmental Laws; and
 - (iii) responding to an investigation or enquiry from any third party regarding compliance with COR Laws or environmental Laws;
 - (k) it must promptly inform Coates of any incident which involves personal injury, loss of, or damage to property (including third party property), including but not limited to any fatality, roll over, or loss of load if such incident occurs when performing the Services; and
 - (l) it will, and will ensure all of its Personnel, complete all Coates' contactor management registration requirements, including as follows:

REGISTRATION REQUIREMENTS	
SUPPLIERS (COMPANY ADMINISTRATORS)	CONTRACTOR WORKERS (SUPPLIER WORKERS)
<p>All suppliers to Coates must:</p> <ul style="list-style-type: none"> • Register their company and workers in SafetyHub. • Provide current workers compensation and relevant insurance certificates and ensure they remain up to date at all times. • Initially complete a HSE questionnaire & provide copies of HSE documents. • Ensure all their workers load relevant licenses & complete the Coates general contractor induction. • Participate and complete the Coates annual self-evaluation HSE audit every 2 years when requested. <p>Transport Suppliers must also:</p> <ul style="list-style-type: none"> • Initially complete a comprehensive HSE questionnaire & provide copies of HSE, risk management & compliance documents, permits, and safe work method statements. • Ensure all workers load relevant licenses & complete the Coates general contractor induction & transport inductions 	<p>Contractor Workers must:</p> <ul style="list-style-type: none"> • Register themselves in SafetyHub. • Ensure they load copies of all licenses and certifications relevant to the work they are carrying out for Coates. • Successfully complete the Coates general contractor induction. <p>Transport & Driver Contractors must also:</p> <ul style="list-style-type: none"> • Successfully complete the Coates contractor induction, transport driver induction, driver JSEA and safe zone training.

3. Standard Operational Requirements for Service Providers

(a) Service notification – Coates:

- (i) **Requests:** Coates may request the Service Provider to provide the Services by providing to the Service Provider a Request specifying the Equipment to be Delivered, the quantity of Equipment to be Delivered, the Collection Address, the Collection Date, the Delivery Point, the Date for Delivery, a period of time in which to collect and/or deliver the Equipment and any other matter Coates considers relevant to the provision of the Services.
- (ii) **Cancellation of a Request:** Coates may cancel or vary a Request at any time prior to the Collection Date specified in the relevant Request. Coates will not be liable in any way whatsoever to the Service Provider for the cancellation or variation of a Request.
- (iii) **Format of Request:** The Request will be in electronic format, including, but not limited to, EDI (electronic data interface) or email, which must be responded to, to confirm acceptance of the Request and the charge for the Request.
- (iv) **Purchase Order:** Each Request will be accompanied by a purchase order that must be quoted on the invoice for the service.

(b) Service acceptance – Service Provider. On receipt of a Request (a tendered job), the Service Provider will :

- (i) **Confirm Acceptance:** Service Provider must promptly respond to a Request, notifying acceptance of the Request and charges, noting they are reviewing the Request, or rejecting the Request. Non-response after 1 hour, or as otherwise agreed in writing, will be deemed as accepted.
- (ii) The Service Provider is not to accept a Request if they are not able to perform the Service, which may include, but not be limited to, not having sufficient vehicles or the right type of vehicle, not having drivers, not having sufficient time, or being overbooked with other services. The agreed Rate will be for the appropriate vehicle for the task, and must be agreed in writing by Coates prior to the Service Provider commencing the Services. Any variation, such as a vehicle with greater capacity than required which has not been agreed in writing by Coates prior to commencement of the Services will be at the Service Provider's own cost.
- (iii) **Rate acceptance:** Where the Request has been submitted with a Rate, accepting the job will be deemed as agreeing to the Rate. If the Rate will be different, the Service Provider must notify Coates, get agreement and accept the revised Request prior to proceeding with the Service.

(c) Service Performance

- (i) It is the Service Provider's responsibility to arrive at the site to collect the Equipment allowing sufficient time to load and restrain the Equipment, to conduct relevant safety checks and to drive to the Delivery Point by the nominated date and delivery window and to deliver and unload the Equipment at the Delivery Point.

(d) Service Provider's additional responsibilities in general

The Service Provider will:

- (i) maintain and provide to Coates, on request, such records relating to the provision of the Services as Coates may reasonably require;
 - (ii) provide the Services in a proper, professional and workmanlike manner and with all reasonable care, skill and diligence;
 - (iii) comply with all relevant applicable Laws, codes of practice and the requirements of any regulatory body in relation to the provision of the Services, the storage of the Equipment (if applicable) and the performance of its other obligations under this Agreement;
 - (iv) ensure that all its Personnel (if permitted) involved in the provision of the Services have the knowledge, qualifications, skills and experience appropriate for the provision of the Services and have been appropriately trained and instructed to provide the Services;
 - (v) in relation to its vehicles:
 - A. maintain its vehicles and equipment in a safe and roadworthy condition;
 - B. service its vehicles and equipment to a high standard of workmanship and frequency;
 - C. keep its vehicles clean and tidy inside and out; and
 - D. maintain all paint work (including signage) to a high standard;
 - (vi) ensure that it promotes and advances the interests and reputation of Coates; and
 - (vii) will not do anything that may harm, or is contrary to the interests of Coates.
- (e) **Compliance with COR Laws:** The Service Provider must comply with the provisions of all COR Laws. The Service Provider must also ensure that all COR Laws are complied with by its Personnel (if permitted) and any other person engaged or involved, whether directly or indirectly, in the carrying of goods by road to, from, for or otherwise at the request of, Coates. Without limiting in any way the Service Provider's general and specific obligations under COR Laws, the Service Provider must:
- (i) have in place, during the Term (and during any period after this Agreement expires or is terminated and the Service Provider continues to provide the Services), a written road transport compliance and enforcement policy and road transport compliance procedures addressing, at a minimum:
 - A. hazards identified and control measures to be taken, together with procedures for the identification and control of any new hazards identified;
 - B. emergency procedures;
 - C. training, experience and qualifications of all its Personnel (including certificates of competence where required); and
 - D. procedures for the reporting and recording of accidents or other incidents;
 - (ii) comply with, and ensure that its Personnel comply with, such policy and procedures and be able to demonstrate the completeness and effectiveness of that system to Coates on a regular and systematic basis;
 - (iii) comply with Coates' current health and safety policy and procedures as amended by Coates from time to time;
 - (iv) comply with any direction or requirement of Coates, in relation to the WH&S Legislation;
 - (v) comply with Coates' current road transport policy and procedures;
 - (vi) comply with any direction or requirement of Coates, in relation to COR Laws;
 - (vii) ensure all its relevant Personnel attend Coates' health and safety meetings, seminars and inductions as may be required by Coates from time to time;
 - (viii) immediately notify Coates in writing if it is aware, in respect of any place of work on any Coates property that the Service Provider's employees, workers, agents or contractors have access to, that:
 - A. any hazard may or does exist;
 - B. any accident, serious harm or "near hit" accident or serious harm to any person has occurred and what steps (if any) have been or are proposed to be taken in relation thereto; or
 - C. any improvement or prohibition notice is likely to be or has been issued by a regulatory authority;
 - (ix) complete Coates' contractor pre-qualification assessment;
 - (x) provide Coates with such assistance as it may reasonably require conducting any incident investigation; and
 - (xi) if the Service Provider fails to comply with its obligations pursuant to this clause, and without limitation in respect of any other remedies available to Coates, Coates shall be entitled to immediately suspend the Agreement until such time as the Service Provider is following such obligations. For as long as the suspension lasts, Coates will not be under any obligation to make any payment to the Service Provider.
- (f) **Suitability of Transport:** If, at any time, Coates considers (acting reasonably on a factual and informed standard) that any transport used by the Service Provider is unsuitable for the provision of the Services, or any employee, worker, agent or contractor (if permitted) involved in the provision of the Services is unsuitable, for any reason whatsoever, Coates may provide the Service Provider with notice in accordance with clause 10.1(b) of the Agreement.
- (g) **Service Provider's Personnel:** In relation to the Service Provider's Personnel:

- (i) Drivers shall hold a current Driver's Licence;
 - (ii) All its Personnel shall abide by all standards and codes of conduct required of the Service Provider under this Agreement;
 - (iii) Use of drugs or consumption of alcohol (or the provision of Services under the influence of such substances) by its Personnel shall be prohibited at all times;
 - (iv) The Service Provider's Personnel shall perform their obligations in a careful orderly manner and in accordance with best practice;
 - (v) The Service Provider's Personnel shall be courteous to all of Coates' employees, workers, Customers and consignees and do nothing that may jeopardise or prejudice those relationships or the goodwill of them; and
 - (vi) The Service Provider is responsible for all costs relating to its Personnel, including training costs, recruitment costs or any other costs, which shall also apply in the event of any change of ownership, assignment, sub-contracting or other restructuring of the Service Provider's business, legal status or contracting position.
- (h) **Customer Service:**
- (i) The delivery experience for the Customer is designed to ensure that the driver is helpful, accommodating and creates a positive interaction with Coates' delivery process.
 - (ii) The Service Provider's staff are to be trained to be proactive in assessing a Customer's transport needs and prepared to respond quickly to Customer requests.
 - (iii) The Service Providers are not simply drivers, they are a versatile resource for Customers and are available to work on a Customer's site ensuring all tasks related to transport are completed effectively and on time.
 - (iv) Coates may from to time conduct Customer satisfaction surveys to ensure that the Customer experience is being Delivered as planned.
- (i) **Service levels:**
- (i) The Service Provider's fleet will be equipped with accessories required by the Load Restraint Guide.
 - (ii) All the Service Provider's Personnel will at all times when on Coates business be provided with uniforms that will comprise long trousers and shirts with long sleeves and any other Personal Protective Equipment (**PPE**) as required.
 - (iii) The Service Provider will engage in extensive driver induction and training programmes including regular driver training to ensure drivers continue to meet the required standard.
 - (iv) The Service Provider must use Coates safety system and comply with all Coates CoR induction and ongoing requirements.

ANNEXURE B – Coates Guidelines

Below documents can be accessed at:

<https://www.coates.com.au/-/media/files/transport-services-agreement.pdf>

[Coates Hire Drivers Guide.pdf](#)

[Coates Hire Load Restraint Guide.pdf](#)

[Loading | NHVR](#)

[SEQ-PRO-021b Site Traffic Management.docx \(sharepoint.com\)](#)

[LUEZ \(truck.net.au\)](#)

[Transport JSEA.pdf](#)

[Transport Loading and Unloading Apr 22.pdf](#)

[SEQ-SHUB-001-002 SafetyHub Welcome Pack](#)