

(1874)

**SERIAL C5196**

**AUSTRALIAN LIQUOR MARKETERS PTY LIMITED CARRIERS  
CONTRACT DETERMINATION**

Schedule of Contract Determination Published on 1.12.2006 and Subsequent Variations Incorporated

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## CONTRACT DETERMINATION

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CONTRACT CARRIERS AGREEMENT

### **1. Parties**

Australian Liquor Marketers Pty Limited (ACN 002 885 645) of 4 Newington Road SILVERWATER NSW 2128 ("ALM"); and

The Transport Workers' Union Of New South Wales of 31 Cowper Street PARRAMATTA NSW 2150 ("TWU").

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## 2. Definitions and Interpretation

2.1 In this Determination, unless the contrary intention appears, the expression:

"ALM" means Australian Liquor Marketers Pty Limited [ACN 002 885 645].

"Act" means the *Industrial Relations Act 1996* (NSW) as amended.

"Additional Carrier" means a new Carrier who is engaged by ALM on or after the gazettal of this Determination, and does not include a Carrier who takes an assignment from an Existing Carrier.

"Business" means the business of transporting and distribution of alcoholic beverages from ALM's premises at 4 Newington Road, Silverwater, New South Wales and at 6 Galleghan Road, Hexham, New South Wales; or any such other location used from time to time by ALM to store alcoholic beverages throughout the Sydney metropolitan and Newcastle/Central Coast/Hunter region.

"Carrier" means a person who enters into a Contract of Carriage with ALM in relation to its Business, and includes a sole trader, partnership or corporation as prescribed in section 309 of the Act and includes an Existing Carrier, an Additional Carrier and a Casual Carrier. Where the context so requires, a reference to the "Carrier" shall refer to the driver performing the Carrier's obligations pursuant to the Contract of Carriage.

"Casual Carrier" means a person who enters into a Contract of Carriage with ALM in relation to its Business on an ad hoc basis.

"Commencement Date" means the date this Determination comes into force as specified by the Commission.

"Commission" means the Industrial Relations Commission of New South Wales.

"Confidential Information" means:

- (a) all confidential, non-public or proprietary information exchanged between the parties under this Determination or during the negotiations preceding this Determination;
- (b) all confidential, non-public or proprietary information relating to ALM and its business which is disclosed either during the negotiations preceding this Determination or after the gazettal of this Determination; and
- (c) all confidential, non-public or proprietary information concerning ALM and any information concerning Customers of ALM but excludes information:
  - (i) which is in or becomes part of the public domain other than through a breach of this Determination;
  - (ii) which a party may prove by contemporaneous written documentation was already known to it at the time of disclosure by the disclosing party; or
  - (iii) which ALM acquires from a third party entitled to disclose it.

"Contract Carriers Agreement" means an Agreement between ALM and a Carrier in the form of Schedule 2 to this Determination.

"Contract Determination" means a contract determination made pursuant to section 316 of the Act.

"Contract of Carriage" has the meaning prescribed to it by the Act.

"CPI" means the consumer price index calculated in accordance with the 'All Groups - Sydney' index published by the Australian Bureau of Statistics.

"Customer" means is a sponsor, client or customer of ALM.

"Distribution Centre" means ALM's premises at 4 Newington Road, Silverwater, New South Wales and at 6 Gallegan Road, Hexham, New South Wales; or any such other location used from time to time by ALM to store alcoholic beverages.

"Existing Carrier" means a Carrier who is engaged by ALM as at the date of gazettal of this Determination.

"GST" has the meaning prescribed to it by the A New Tax System (*Goods and Services Tax*) Act 1999 (Cth).

"Nominated Driver" means a person nominated by a Carrier to ALM who is, in relation to a Carrier as a body corporate, partnership or sole trader a person of a kind referred to in section 309 of the Act.

"Tax Invoice" has the meaning prescribed to it by the A New Tax System (*Goods and Services Tax*) Act 1999 (Cth).

"TWU" means the Transport Workers' Union of New South Wales.

"Vehicle" includes a motor lorry and means the vehicles with the specifications in Schedule 2 of the Contract Carriers Agreement.

2.2 In this Determination, unless the context otherwise indicates:

- (a) references to (or to any specified provision of) this Determination shall be construed as references to (or to that provision of) this Determination as amended or substituted with the Determination of the relevant parties and in force at any relevant time;
- (b) references to any statute, ordinance or other law will include all regulations or other instruments thereunder and all consolidations, amendments, re-enactments or replacements thereof;
- (c) words importing the singular will include the plural and vice versa;
- (d) words importing a gender will include other genders and vice versa;
- (e) references to an individual, will include a firm, body corporate or association (whether incorporated or not); and
- (f) references to a person will include a legal person.

### **3. Title**

This Determination shall be known as the Australian Liquor Marketers Pty Limited Carriers Contract Determination.

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#### 4. Area, Incidence and Duration

4.1 This Determination:

- (a) is binding on ALM, the TWU and all Carriers engaged by ALM performing Contracts of Carriage in relation to its Business; and
- (b) rescinds and replaces all prior agreements and Contract Determinations, whether or not registered under the *Industrial Arbitration Act 1940* (NSW), the *Industrial Relations Act 1991* (NSW) or *Industrial Relations Act 1996* (NSW);
- (c) will take effect on and from 1 November 2006 and will remain in force for a period of three (3) years thereafter.
- (d) will not be varied or amended other than in accordance with its terms or the Act; and
- (e) may be rescinded in accordance with the Act.

4.2 ALM is hereby exempted from the Transport Industry - General Carriers Contract Determination.

4.3 In the event of the assignment of Contracts of Carriage of Carriers from ALM to a new principal contractor, an application may be made to the Commission pursuant to the Act for a Contract Determination binding on the assignee, in the same terms as this Determination.

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## 5. Contract Carriers Agreement

- 5.1 To enter into a Contract of Carriage and otherwise continue to be engaged by ALM each Existing Carrier must within fourteen (14) days of the Commencement Date enter into a Contract Carriers Agreement with ALM in a form similar to that of Schedule 2 to this Determination.
- 5.2 To enter into a Contract of Carriage and otherwise be engaged by ALM an Additional Carrier must enter into a Contract Carriers Agreement with ALM prior to commencing work in a form similar to that of Schedule 2 to this Determination, however under no circumstances will clause 20.2 of the Contract Carriers Agreement in Schedule 2 be included and the final form will be at ALM's discretion.
- 5.3 ALM may engage a Casual Carrier as stipulated by this Determination, however the Contract Carriers Agreement in Schedule 2 to this Determination, or an agreement in a similar form, will not apply to the engagement of a Casual Carrier by ALM.
- 5.4 Both ALM and the TWU acknowledge that ALM or an Existing Carrier may assign a Contract Carriers Agreement during its term in accordance with clauses 5 and 6 of Contract Carriers Agreement.
- 5.5 Nothing in this Determination will prevent either ALM or an Existing Carrier assigning a Contract Carriers Agreement during its term in accordance with clauses 5 and 6 of Contract Carriers Agreement.



## 6. Contract Rates

- 6.1 The applicable rates for Contracts of Carriage entered into between ALM and a Carrier are set out in Schedule 1 to this Determination.
- 6.2 Schedule 1 may be amended from time to time to cater for new Customers of ALM.
- 6.3 The rates set out in Schedule 1 exclude GST, GST must be added by the Carrier at the time of invoicing ALM.
- 6.4 ALM will pay the Carrier within thirty (30) days of receipt of a valid Tax Invoice.
- 6.5 Payment of a Tax Invoice by ALM is conditional on a Carrier providing copies of all Proofs of Deliveries as required by clause 10 below.

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## 7. Contract Rates - Ongoing Adjustment

- 7.1 The contract rates as set out in Schedule 1 to this Determination will remain fixed for a maximum period of three (3) months following the Commencement Date.
- 7.2 Prior to the expiration of three (3) months following the Commencement Date, ALM will undertake an initial review of the rates as set out in Schedule 1 to this Determination. Following the initial review of the rates, ALM will undertake a review of the rates every twelve (12) months in or about June each year commencing in 2007, with any new rate commencing one month after the review is completed.
- 7.3 Notwithstanding clause 7.2, ALM may undertake a review of rates at any time during the course of this Determination.
- 7.4 A review of rates will involve an evaluation of the constituent costs associated with providing the delivery service to ALM. Specifically the review will address (including but not exclusively): fuel, tyres, road tax and service charges, maintenance, mileage and average drop sizes. Subject to clause 7.5, the rates in Schedule 1 will be adjusted to take into account the costs movements identified in the review.
- 7.5 Any increase or decrease in the rates as set out in Schedule 1 following a review under clauses 7.2 or 7.3 will be at commercially competitive levels, that is, the review will not result in ALM paying more for the agreed service than they would by using comparable alternate third party transport providers.
- 7.6 A review of rates under clauses 7.2 or 7.3 may result in no movement of the rates at all.
- 7.7 Where a review of rates results in a rate increase or decrease of a fraction of a cent, the part of the increase shall be rounded up to the nearest half cent. Provided that the next adjustment will be based upon the actual (unrounded) increased or decreased rate.
- 7.8 A Carrier may request a review of the rates at any time during the course of this Determination where 'out of the ordinary' increases occur with respect to transport costs and expenses. For the purpose of this clause an 'out of the ordinary' increase refers to a variation in transport costs and expenses outside of the control of a Carrier.

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## 8. Fuel Costings

- 8.1 Fuel costings are based on a price of 145.9c per litre (after deducting GST and the diesel fuel rebate).
- 8.2 In the event of a price movement of +15% or more per litre for a period of two (2) months or more, Carriers may ask ALM to review its rates as set out in Schedule 1 to this Determination and Carriers will be advised in writing of any change in rates by ALM.
- 8.3 In the event of a price movement of -15% or more per litre for a period of two (2) months or more, ALM may adjust its rates as set out in Schedule 1 to this Determination and Carriers will be advised in writing of any change in rates by ALM.
- 8.4 Any agreed change of the rates as set out in Schedule 1 to this Determination due to fuel costings will commence sixty (60) days after an Determination has been reached between ALM and the Carriers, to enable ALM to amend its charges to its Customers.

### **9. Electronic Funds Transfer**

- 9.1 ALM will pay Carriers by means of electronic funds transfer (direct bank deposit).
- 9.2 ALM will ensure that the relevant payments are available in the Carrier's nominated bank account.
- 9.3 Where ALM becomes aware that funds have not been credited to the nominated bank accounts it will immediately make arrangements for the payments to be made to Carriers by cheque.

## **10. Delivery Documents**

Carriers will ensure that all relevant delivery documents are delivered to Customers at the time of delivering product and that all necessary delivery records such as Proofs of Delivery (with signatures if necessary) are returned to ALM's Distribution Centre upon return of the Vehicle or within twenty four (24) hours of any delivery.

### **11. Six Day Working Arrangements**

- 11.1 Carriers shall make themselves available for all duties six (6) days per week, Monday to Saturday.
- 11.2 Contracts of Carriage performed by Carriers on Saturdays, Sundays, gazetted public holidays or the TWU picnic day will attract the contract rates specified in Schedule 1 of this Determination.

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## 12. Start and Finish Times

- 12.1 Carriers will make their Vehicles available for loading at ALM's Distribution Centre located at 4 Newington Road, Silverwater, New South Wales or at ALM's Distribution Centre located at 6 Gallegan Road, Hexham, New South Wales in accordance with the following table:

Destination	Load Time	Departure Time	Arrival Time
Metropolitan	From 5.15am	From 6.00am	As per schedule
Newcastle/Central Coast/Hunter Region	From 5.15am	From 6.00am	As per schedule

- 12.2 The Carriers will make themselves available for pre-loading at ALM's Distribution Centres as required by ALM.
- 12.3 The Carriers must provide a standard daily delivery service to ALM and also meet any additional requirements that ALM may have due to volume fluctuations.

### **13. No Allocational Hierarchy**

- 13.1 Allocation to Carriers of product for delivery shall occur in the manner as prescribed by ALM.
- 13.2 There shall be equal opportunity to earn for all Carriers.



#### **14. Size of Load**

ALM reserves its right at all times to nominate the size, composition and priority of the load to be carried, provided that the load is no more than the legal capacity of the Carriers Vehicle.

### **15. Pallet Pick Up**

- 15.1 Carriers must collect empty pallets which are available for collection from a Customer located at the Customer's premises and return those pallets to ALM's Distribution Centre.
- 15.2 Carriers must ensure that pallets collected from Customers and returned to ALM's Distribution Centre over a period of time specified by ALM must equal the number of pallets distributed from ALM's Distribution Centre by the Carrier.



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## 16. Product Recalls and Product Returns

- 16.1 Where a Carrier is required outside the normal delivery cycle to return product to ALM's Distribution Centre that is not required by a Customer, the Carrier will be entitled to a payment at the rate specified in Schedule 1 to this Determination.
- 16.2 A Carrier will not be entitled to a payment at the rate specified in Schedule 1 to this Determination where the return of product results from the Carriers' negligence.

### **17. Accountability for Stock**

- 17.1 Carriers must account to ALM for all product carried. It is the responsibility of the Carrier to ensure that product delivered or returned to ALM's Distribution Centre comply with the relevant manifest or run sheet.
- 17.2 ALM will monitor discrepancies on an 'overs and unders' basis over a long term period in relation to each Carrier. Where a consistent pattern of discrepancies emerges in relation to any Carrier, the discrepancies will be investigated further and may lead to disciplinary action being taken against the Carrier including the termination of the Carriers' Carriers Determination by ALM.

### **18. Stock Damaged in Transit**

- 18.1 It is the responsibility of the Carrier to ensure that products are safely loaded onto the Vehicle, properly secured, and protected against adverse weather.
- 18.2 A working tolerance on damaged stock will be established by ALM and advised to all Carriers.
- 18.3 The Carrier shall pay to ALM the amount of any claim, loss or expense incurred by ALM in consequence of goods in the charge of the Carrier being damaged in transit, as a result of the proven negligence of the Carrier. Any such payment to be made by the Carrier to ALM may be, on Determination, deducted from future payments to be made by ALM.

### **19. Miscellaneous Tasks**

19.1 Carriers may be required to perform miscellaneous tasks including, but not limited to:

- (a) movement of product within ALM's Distribution Centres;
- (b) out of delivery pick up of product and empty pallets; or
- (c) other tasks as reasonably required by ALM.

19.2 Where performance of tasks is required by ALM in accordance with this clause, the Carrier will be paid an hourly rate as specified in Schedule 1 to this Determination or a fixed payment negotiated between ALM and the Carrier.

## 20. Engagement of Carriers

- 20.1 ALM may engage Casual Carriers where Carriers are unable to meet Customer delivery requirements or to meet Business needs.
- 20.2 ALM may engage Additional Carriers and vary the number of Carriers it requires to perform services at its own discretion.

## **21. Engagement of Third Party Transport Company**

- 21.1 ALM may at any time engage a third party transport company to perform liquor distribution services to ALM.
- 21.2 If ALM engages a third party transport company, and:
- 21.2.1 as a consequence ALM terminates a Carrier's Contract Carriers Agreement, the Carrier will only receive such payment as expressly provided for under the Contract Carriers Agreement; or
  - 21.2.2 assigns a Carrier's Contract Carriers Agreement to the third party transport company, ALM has no on-going obligation to the Carrier and ALM will procure that an application is made to the Commission pursuant to the Act for a Contract Determination binding on the assignee, in the same terms as this Determination.



## 22. Uniforms

- 22.1 When performing services for ALM, Carriers may be required to wear uniforms in accordance with ALM's Uniform Policy.
- 22.2 Uniforms will be supplied by ALM at no cost to the Carrier, and will be replaced on a "fair wear and tear" basis.
- 22.3 Carriers must maintain the uniforms in a neat and clean condition.
- 22.4 Good quality safety boots and gloves will be supplied where appropriate.

### **23. Vehicle Maintenance and Presentation**

Carriers must maintain Vehicles in a mechanically sound, roadworthy and clean condition.

#### **24. Customer Service**

ALM and the Carriers commit themselves to maintaining high standards of customer service in relation to all aspects of ALM's Business. ALM will, at its discretion, pay parking fines that are unavoidably incurred in order to meet customer delivery requirements.

## **25. Consumption of Alcohol**

Carriers and Nominated Drivers will not under any circumstance consume alcohol or illegal drugs during the performance of duties and must comply with ALM's policies and procedures on drugs and alcohol as amended from time to time.

## **26. Storage of Product**

Carriers will take reasonable steps to assist in the location and storage of product within the premises of the relevant Customer. If Customer requirements are unreasonable, the matter will be referred to ALM.

## **27. Theft of Product**

Carriers will use reasonable endeavours to ensure that all product under the direct control of the Carrier is not stolen, lost or damaged.

## 28. Goodwill

- 28.1 Under no circumstances is a Carrier to sell a Vehicle or its business as an on-going concern with goodwill or an amount paid as a premium or fee for a Contract of Carriage with ALM.
- 28.2 Clause 28.1 does not prohibit an Existing Carrier from assigning a Contract Carriers Agreement in accordance with clause 5 of a Contract Carriers Agreement.

## **29. Policies and Procedures**

Carriers must comply with ALM's policies and procedures as amended from time to time.



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### 30. Disciplinary Procedure

- 30.1 The procedures for and the rights of Carriers on termination will be as set out in the Contract Carriers Agreement.
- 30.2 In the case of a proven breach by a Carrier of the provisions of this Determination or the Contract Carriers Agreement between the Carrier and ALM (including, without limitation, by disclosure of Confidential Information) disciplinary action may be taken by ALM against the Carrier concerned. The Carrier may require that a TWU delegate be present during any discussions concerning disciplinary action. Such disciplinary action may include one or more of the following:
- (a) a direction to rectify the problem;
  - (b) counselling of the Carrier or Nominated Driver concerned;
  - (c) a verbal warning that a subsequent breach will involve more serious disciplinary action;
  - (d) a formal letter of warning indicating that a subsequent breach of the relevant clauses will result in ALM terminating the contract of the Carrier concerned;
  - (e) temporary suspension of the Contract Carriers Agreement between the Carrier and ALM; and
  - (f) formal notification of ALM's intention to terminate the Contract Carriers Agreement between ALM and the Carrier on the expiry of three (3) months written notice, but to allow the Contract Carrier to assign the contract within the three (3) month period in accordance with the Contract Carriers Agreement. During the notice period ALM may in its discretion refuse to allocate further work to the Carrier.

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### 31. Dispute Settlement Procedure

#### 31.1 Commitment to Procedure

The parties shall take all necessary steps to ensure that Carriers, delegates, officers, officials, ALM executives and employees follow the procedure set out below. The intention being that any disputes shall promptly be resolved by discussions in good faith without interruptions to the Business. The parties shall respectively notify each other as soon as possible of any matter that might give rise to a dispute.

#### 31.2 The Procedure

- (a) In the event of a dispute or difficulty arising, the Carrier and a representative from ALM shall immediately confer and attempt to resolve the matter without delay.
- (b) If no determination is reached a senior delegate of the TWU shall discuss the matter in dispute with senior management. The senior delegate may request the involvement of a TWU official at this time.
- (c) If no resolution is forthcoming, the TWU official may seek the assistance of the Secretary of the TWU, and the representative from ALM may seek to involve ALM industrial relations staff and/or senior management.

#### 31.3 Right to Refer to the Commission

The above steps shall not preclude reference of a matter to the Commission at any stage of this procedure if a party believes it necessary, subject to clause 31.6 of this Determination.

#### 31.4 Continuity of Operation

Pending completion of the procedures set out in this clause, there shall be no interruption to the Business.

#### 31.5 Preservation of Rights

The ultimate terms of settlement of the dispute shall not be affected in any way nor shall the rights of any Carrier involved in or affected by the dispute be prejudiced by the fact that performance of the Contracts of Carriage have continued without disruption.

#### 31.6 Dispute as to Rate Review

If there is a dispute as to the review of rates as provided for in clause 7 of this Determination, the role of the Commission is limited to compliance with the process prescribed by that clause and shall not extend to the determination of the rate of any such review.

#### 31.7 Decision of Commission to be Binding

The decision of the Commission shall be accepted and adhered to by all parties subject to any appeal rights under the Act.

### **32. No Extra Claims**

It is a term of this Determination that neither ALM nor the TWU will not pursue any extra claims during the period of operation of this Determination.

## SCHEDULE 1

### RATES SCHEDULE

Delivery Rates Ex Silverwater

#### CAMPBELL'S C & C

	\$	
C/C Metro - Pallets	28.148	
C/C Metro - Pallets (Returns)	28.148	
C/C Wickham - Pallets	Wickham	41.027
C/C Wickham - Pallets (Returns)	Wickham	41.027
C/C F'Meadow - Pallets	F'Meadow	35.321
C/C F'Meadow - Pallets	F'Meadow	35.321
Harbottle On-Premise	1.141	
Harbottle Bulk	28.148	

#### ALM

Full Kegs (50L)	3.912
Empty Kegs (50L)	0.978
Full Kegs (20L)	2.554
Empty Kegs (20L)	0.652
Sydney CBD 1-405kg's	0.075
Sydney Metro 1-450kg's	0.070
Sydney Metro 405-1350kg's	0.051
Sydney Metro 1350kg's +	0.044
Sydney Metro Bulk - Pallets	26.627
Newcastle 1-405kg's	0.112
Newcastle 405-1350kg's	0.084
Newcastle 1350kg's	0.071
Newcastle Bulk - Pallets	45.646
Central Coast 1-405kg's	0.096
Central Coast 405-1350kg's	0.067
Central Coast 1350kg's +	0.054
Blue Mountains 1-405kg's	0.096
Blue Mountains 405-1350kg's	0.067
Blue Mountains 1350kg's +	0.054
Wollongong 1-405kg's	0.096
Wollongong 405-1350kg's	0.067
Wollongong 1350kg's +	0.054

Notes:

- The rates detailed above are exclusive of GST.
- The "bulk pallet rate" will apply as agreed between ALM and a Carrier.
- The rates detailed above are inclusive of a 4% fuel surcharge applicable at the time of executing this Determination.

Delivery Rates Ex Hexham

Area	Carton Cost	Hand Unload	Min Charge	Fuel Surcharge
Town/Newcastle	\$0.045 per kg	\$1.10 per carton	<200kg = \$5.50 >200kg = Carton Cost Hand unload = \$5.50	5.5%
Lake Macquarie/ Nelson Bay/ Central Coast	\$0.055 per kg	\$1.10 per carton	<200kg = \$5.50 >200kg = Carton Cost Hand unload = \$5.50	8.5%
Upper Hunter Valley	\$0.07 per kg	\$1.10 per carton	<200kg = \$5.50 >200kg = Carton Cost Hand unload = \$5.50	8.5%
North Coast Run	\$0.09 per kg	\$1.10 per carton	<200kg = \$5.50 >200kg = Carton Cost Hand unload = \$5.50	8.5%
Far North Coast Run	\$0.11 per kg	\$1.10 per carton	<200kg = \$5.50 >200kg = Carton Cost Hand unload = \$5.50	8.5%

Notes:

- (a) The rates detailed above are exclusive of GST.
- (b) A "bulk - pallet rate" may be negotiated and will apply as agreed between ALM and a Carrier.

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## **SCHEDULE 2**

### **CONTRACT CARRIERS AGREEMENT**

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#### SCHEDULE 7 CARRIERS CONTRACT DETERMINATION

This is an important document. It is a contract that will replace the current arrangements under which you carry product for ALM from a Distribution Centre. Before you sign this agreement you should read it carefully and obtain legal advice on its terms and effect from a solicitor. Your solicitor must sign the accompanying Solicitor's Certificate and this must be returned with your signed contract.

THIS AGREEMENT is made on

2006

BETWEEN AUSTRALIAN LIQUOR MARKETERS PTY LIMITED (ACN 002 885 645) of

AND 4 Newington Road SILVERWATER NSW 2128 ("ALM")  
(INSERT DETAILS) (ACN .....of  
(INSERT DETAILS) ("You")

#### BACKGROUND

- A. ALM operates in the liquor distribution and liquor storage industry.
- B. In the course of its business ALM is currently engaging contract carriers ("Carriers"), members of the Transport Workers' Union of New South Wales ("TWU"), to supply its services, namely to carry and distribute products from ALM's Distribution Centres located at 4 Newington Road, Silverwater, New South Wales and 6 Galleghan Road, Hexham, New South Wales to ALM's Customers.
- C. Carriers have previously been engaged through a third party transport company to perform services to ALM.
- D. Since October 2004, ALM has engaged each Carrier directly.
- E. ALM wishes to resolve a dispute with the TWU on behalf of its members and formalise its arrangement with the Carriers, in order to do so:
  - (i) ALM and the TWU have agreed the terms of a Contract Determination to be made by the Industrial Relations Commission of New South Wales under Chapter 6, Part 2 of the *Industrial Relations Act 1996* (NSW) ("Carriers Contract Determination"); and
  - (ii) ALM and the Carriers will enter into individual Contract Carriers Agreements in the form of this Agreement to replace and formalise their current arrangements.
- F. The purpose of each Contract Carriers Agreement is to:
  - (i) secure work for the Carriers for the term of each Contract Carriers Agreement; and
  - (ii) record the agreement reached between ALM and the Carriers as to the compensation they should receive if a Contract Carriers Agreement is terminated by ALM during the course of its Term.

NOW IT IS AGREED as follows:

#### 1. Definitions and Interpretation

1.1 In this Agreement, unless the contrary intention appears, the expression:

"ALM" means Australian Liquor Marketers Pty Limited [ACN 002 885 645].

"Act" means the *Industrial Relations Act 1996* (NSW) as amended.

"Business" means the business of transporting and distribution of alcoholic beverages from ALM's premises at 4 Newington Road, Silverwater, New South Wales; and 6 Galleghan Road, Hexham, New South Wales; or any such other location used from time to time by ALM to store alcoholic beverages; throughout the geographical region detailed in Schedule 3 to the Carriers Contract Determination.

"Assignment Documents" means:

- (a) a Deed of Assignment; and
- (b) a Solicitor's declaration to the effect that this Agreement (and in particular clauses 2, 5, 10 and 11 of this Agreement) have been explained to the directors of the New Carrier,

in each case in a form to be provided by ALM to you on request and without charge.

"Carrying" or "Carry" or "Cartage" means the transportation of liquor product by a Carrier under this Agreement.

"Carrier" means you and other Existing Carriers and New Carriers who have entered into a Contract of Carriage with ALM in relation to its Business, and includes a sole trader, partnership or corporation as prescribed in section 309 of the Act. Where the context so requires, a reference to the "Carrier" shall refer to the Nominated Driver performing the Carrier's obligations pursuant to the Contract of Carriage.

"Carriers Contract Determination" means the Australian Liquor Marketers Pty Limited Carriers Contract Determination a copy of which is Schedule 7 to this Agreement, and any Contract Determination with equivalent effect that succeeds or replaces it in accordance with the Act.

"Carrier's Statement" means a statement in the form of Schedule 6 that you must provide to ALM in accordance with clause 9 of this Agreement.

"Contract Carriers Agreement" means an agreement between ALM and a Contract Carrier substantially in the form of this Agreement.

"Contract Determination" means a contract determination made pursuant to section 316 of the Act.

"Customer" means is a sponsor, client or customer of ALM.

"Delivery Area" is the area referred to in the Rates Schedule in Schedule 1 to the Carriers Contract Determination.

"Distribution Centre" means ALM's premises at 4 Newington Road, Silverwater, New South Wales; and at 6 Galleghan Road, Hexham, New South Wales; or any such other location used from time to time by ALM to store alcoholic beverages.

"Existing Carrier" means those Carriers who are listed in Schedule 3 to this Agreement.

"GST" has the meaning prescribed to it by the A New Tax System (*Goods and Services Tax*) Act 1999 (Cth).

"New Carrier" means a Carrier who takes an assignment from an Existing Carrier or a New Carrier, as the case may be, on or after the date of certification of the Contract Carriers Carriers Contract Determination.

"Nominated Driver" means a person nominated by you to ALM who is, in relation to you as a body corporate, partnership or sole trader, a person of a kind referred to in section 309 of the Act.

"Product" means liquor product or other beverages distributed and/or stored by ALM.

"Proof of Delivery" means a delivery document in the format as specified in Schedule 5 of this Agreement.



"Tax Invoice" has the meaning prescribed to it by the A New Tax System (*Goods and Services Tax*) Act 1999 (Cth).

"Term" is the term of this Agreement as provided for in clause 4.

"TWU" means the Transport Workers' Union of Australia (New South Wales Branch).

"Vehicle" means a motor lorry with the specifications in Schedule 2 to this Agreement.

"You" or "Your" means (insert details of Carrier) and any assignee of (insert details of Carrier) or other Carrier pursuant to this Agreement.

1.2 In this Agreement, unless the context otherwise indicates:

- (a) references to (or to any specified provision of) this Agreement shall be construed as references to (or to that provision of) this Agreement as amended or substituted with the agreement of the relevant parties and in force at any relevant time;
- (b) references to any statute, ordinance or other law will include all regulations or other instruments thereunder and all consolidations, amendments, re-enactments or replacements thereof;
- (c) words importing the singular will include the plural and vice versa;
- (d) words importing a gender will include other genders and vice versa;
- (e) references to an individual, will include a firm, body corporate or association (whether incorporated or not); and
- (f) references to a person will include a legal person.

## 2. Your Engagement as a Contract Carrier

2.1 By this Agreement:

- (a) ALM, engages you to supply the Vehicle and the personnel necessary to carry and distribute Product from a Distribution Centre to Customers in the Delivery Area as an independent contractor to ALM; and
- (b) you accept the engagement;

in each case subject to the terms and conditions of this Agreement and the Carriers Contract Determination.

2.2 Once you enter into this Agreement with ALM:

- (a) it will replace and supersede all prior contracts, agreements and arrangements between you, your Nominated Driver and ALM relating to the carriage and distribution of Product from a Distribution Centre to Customers in the Delivery Area; and
- (b) it will, for the whole term, be the only and entire agreement between you and ALM for the carriage and distribution of Product from a Distribution Centre to Customers in the Delivery Area.

## 3. Carriers Contract Determination

3.1 The terms of the Carriers Contract Determination are incorporated into and form part of this Agreement.

3.2 The Carriers Contract Determination will remain in force for the whole of its term, subject to annual review of rates of remuneration under clause 6 of the Carriers Contract Determination.

3.3 The Carriers Contract Determination will not be varied or rescinded, except in accordance with its terms, the Act or as required by law, during the life of this Agreement and both you and ALM agree not to seek a variation or rescission of the Carriers Contract Determination during the life of this Agreement.

- 3.4 If this Agreement is assigned by ALM under clause 6, an application will be made to the Commission pursuant to the Act for a Contract Determination binding on the company to whom it is assigned in the same terms as this Determination.
- 3.5 If, despite clauses 3.2, 3.3 and 3.4, the Carriers Contract Determination is rescinded or becomes unenforceable during the life of this Agreement, this Agreement will continue unaffected on the basis that it will be taken to incorporate the Carriers Contract Determination in its form immediately before it was rescinded or became unenforceable.

#### 4. Term of This Agreement and Option to Extend

- 4.1 This Agreement will commence on the date of execution and will continue until 30 June 2011 ("Term").
- 4.2 ALM has the option, at its absolute and sole discretion, to extend this Agreement for a further term of three (3) years until 30 June 2014 following expiration of the Term.
- 4.3 Any further period of engagement following the expiration of the Term will be on the same terms and conditions as this Agreement and the Carriers Contract Determination. For the avoidance of doubt, you will not be entitled to any compensation under clause 20 of this Agreement if ALM elects to extend this Agreement.
- 4.4 No later than three (3) months prior to the expiration of the Term, ALM will advise you in writing as to whether it will be electing to extend this Agreement for a further term of three (3) years or not.
- 4.5 If ALM does not elect to extend this Agreement, your engagement by ALM will cease at the expiration of the Term.

#### 5. Assignment By You

- 5.1 You may assign this Agreement for the balance of its term if and only if:
- (a) ALM has consented in writing to the assignment (ALM may not withhold consent unreasonably);
  - (b) you assign to a company;
  - (c) you provide the assignee with a copy of the Carriers Contract Determination and the assignee duly acknowledges receipt of the Carriers Contract Determination in writing to ALM; and
  - (d) ALM receives duly signed and completed Assignment Documents.
- 5.2 ALM does not require that any person to whom you might assign this Agreement should make any payment to you (as a premium or fee whether characterised as goodwill or otherwise) in connection with the assignment.
- 5.3 Any payment that you may obtain in connection with an assignment will be entirely a matter between you and that person.
- 5.4 ALM does not endorse nor condone payments of the kind referred to in clause 5.3 and will not be responsible for compensating a New Carrier for any loss on termination of this Agreement over and above the amounts it has committed to pay under clause 20.2.
- 5.5 Any change in the control of you as a body corporate will be regarded as an assignment for the purposes of this clause and must not take place unless ALM has consented in writing to the assignment.
- 5.6 If you are a partnership and one of your partners dies and ALM is reasonably satisfied that you will suffer hardship as a result, ALM will not unreasonably withhold its consent to an assignment of this Agreement (including your rights described in clause 20.2) to a company incorporated by you for the sole purpose of continuing this Agreement (but no payment may be made between you and the company as consideration for the assignment).

- 5.7 If you are a sole trader and you die, then your successor (for example, your family member who is entitled to your estate) can assign this Agreement to a New Carrier as if you were making the assignment in accordance with this clause 5. If, however, your successor wishes to continue this Agreement, ALM will not unreasonably withhold its consent to the benefit of this Agreement continuing with a company owned and controlled by your successor. Your personal rights under clause 20.2 will flow through to your successor's nominated company in these circumstances. ALM will not recognise any payment that is made between your successor and the company as consideration for the assignment.
- 5.8 If you are a sole trader or partnership and you wish to assign this Agreement to a company that you have incorporated, you may do so with ALM's consent (which ALM will not unreasonably withhold). An assignment to your new company shall be in accordance with this Agreement (ALM will not recognise any payment that is made between you and the company as consideration for the assignment) and shall include the assignment of your rights described in clause 20.2.

#### 6. Assignment By Alm

ALM may assign this Agreement for the balance of its term to a third party transport company it has engaged to perform liquor distribution services to ALM.

#### 7. Your General Duties and Responsibilities

- 7.1 You will undertake such cartage and ancillary work in the Delivery Area as is reasonably required by ALM.
- 7.2 You will not be entitled to any specific route or run, or specific Customers of ALM.
- 7.3 You must deliver expeditiously the Products to their destination as specified by ALM by the shortest possible route.
- 7.4 Upon reaching the destination, the Products must be unloaded by you in such manner as the Customer reasonably requires.
- 7.5 You must obtain from the Customer a signature of acceptance on a specified delivery document such as a Proof of Delivery (in accordance with Schedule 5 to this Agreement) and return such documentation in accordance with clause 10 of the Carriers Contract Determination.

#### 8. Nature of Relationship

This Agreement does not constitute any form of contract of employment, partnership or joint venture between ALM and you or between ALM and your Nominated Driver or other employees or sub-contractors.

#### 9. Your Remuneration

- 9.1 You will be remunerated by ALM in accordance with the Carriers Contract Determination.
- 9.2 ALM may make the following deductions from any payment due to you:
- (a) any deductions authorised in writing by you;
  - (b) costs of vehicle repairs, maintenance work and fuel provided by or through ALM;
  - (c) the amount of any claim, loss or expense incurred by ALM in consequence of goods in your charge being damaged in transit, as a result of your proven negligence;
  - (d) court orders or garnishees; and
  - (e) any deductions required by law.

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## 10. Carriers Statement

- 10.1 You must certify in writing to ALM by the end of each quarter of the financial year, namely 30 September, 31 December, 31 March and 30 June, that all remuneration payable to your relevant employees, including the Nominated Driver, have been paid, in the form of Schedule 6 of this Agreement.
- 10.2 No payments will be made pursuant to a Tax Invoice submitted by you to ALM unless a statement in the form of Schedule 6 of this Agreement is received.

## 11. Nominated Driver

- 11.1 You must nominate a driver of your Vehicle who must be a person who is connected with you as a body corporate, partnership or sole trader as described in section 309 of the Act ("Nominated Driver").
- 11.2 Your initial Nominated Driver will be the person referred to in Schedule 1 of this Agreement.
- 11.3 You may change your Nominated Driver by written notice to ALM after first consulting ALM about the suitability of the driver and obtaining ALM's consent (which it will not unreasonably withhold).
- 11.4 For the purposes of this Agreement an act, default or misconduct by your Nominated Driver or replacement driver will be taken to be your own act, default or misconduct.
- 11.5 Your Nominated Driver (or a replacement driver where clause 11.3 permits) must drive the Vehicle when it is supplied by you to ALM for work under this Agreement.

### 11.6 Replacement Driver

- 11.6.1 If your Nominated Driver is unable or unavailable to drive your Vehicle, you may seek ALM's approval to use a replacement driver for up to three (3) months.
- 11.6.2 ALM may allow an extension of the use of the replacement driver due to serious injury or illness of your Nominated Driver or on other compassionate grounds. ALM's consent to such an extension will not be unreasonably withheld.
- 11.6.3 If ALM approves the use of a replacement driver and the disability or non-availability continues for more than three (3) months (or an extended period agreed under 11.6.2 above), you will have breached a fundamental term of this Agreement.
- 11.6.4 You will ensure that any replacement driver does not engage in misconduct or fail to comply with this Agreement.

### 11.7 Drivers' Licence

- 11.7.1 You must ensure that the Nominated Driver always holds a current valid drivers' licence appropriately endorsed in respect of a vehicle of the class of the Vehicle.
- 11.7.2 You must notify ALM immediately if the Nominated Driver's drivers' licence is suspended or cancelled.
- 11.7.3 If requested by ALM the Nominated Driver must produce his or her current driver's licence correctly endorsed for the classification of the Vehicle. If the driver does not do so, ALM will be entitled to refuse to allocate any further work to you until the driver produces a current valid licence.

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## 12. Control of Nominated Driver

- 12.1 Any Nominated Driver and other employees or sub-contractors supplied by you must always be under your control.
- 12.2 Subject to this Agreement, you will retain all normal rights, powers and responsibilities of an employer or principal in relation to remuneration, termination of service, hours of service, places of performance, provision of employment entitlements and such other rights, duties and responsibilities as are imposed by law, industrial award, industrial agreement or Carriers Contract Determination.
- 12.3 You will comply with all requirements as to payroll tax, group tax or any other taxes or levies in relation to all Nominated Drivers and other employees or sub-contractors engaged by you in carrying out this Agreement.
- 12.4 You will take out and maintain workers' compensation insurance to cover all Nominated Drivers or any other employee or sub-contractor that you may engage in carrying out this Agreement.
- 12.5 Whether or not you employ or engage persons in addition to your Nominated Driver is entirely at your discretion, nothing in this Agreement makes it mandatory for you do so.

## 13. Vehicle

- 13.1 You will ensure that your Vehicle is registered under and complies with applicable legislation and regulations at all times.
- 13.2 Your Vehicle must comply with the Vehicle Specifications as outlined Schedule 2 to this Agreement.
- 13.3 The condition of your vehicle must be to a standard acceptable to ALM. For the avoidance of doubt this is a fundamental term of this Agreement.

## 14. Operational Requirements

- 14.1 You will comply with all reasonable directions of ALM and its authorised representatives or employees.
- 14.2 You must make available for induction and training by ALM, the Nominated Driver and any employees entering a Distribution Centre.

## 15. Insurance

- 15.1 You will maintain public liability insurance of at least \$10,000,000.
- 15.2 You must produce to ALM current certificates with a reputable insurer as renewals occur and upon a written request by ALM.
- 15.3 You and ALM agree to limit compensation for Product losses to the wholesale value of the Product concerned.

## 16. Safety

- 16.1 You agree to meet ALM's safety standards and comply with all reasonable safety regulations contained in ALM's policies and procedures as amended from time to time.
- 16.2 You agree to satisfy all HACCP Food Safety Compliance requirements.
- 16.3 You must ensure that your Vehicle and all equipment used by you in the transport of Product is at all times compliant with HACCP Food Safety requirements.
- 16.4 You must retain accreditation with HACCP annually.

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### 17. Key Performance Indicators and Reporting

- 17.1 You agree to record all service failures in accordance with Key Performance Indicators ("KPI's") as specified by ALM from time to time.
- 17.2 If required by ALM, you agree to provide a weekly report of all relevant transport KPI's to ALM.
- 17.3 You agree that the Nominated Driver or your designated representative will contact the Dispatch Manager or Warehouse Manager and/or other nominated ALM representative within thirty (30) minutes of any incident that may cause a service failure. A record of this incident must be included in the Nominated Drivers' handbook.
- 17.4 Should damage or loss involving any Product occur, you will forward to ALM, within twenty four (24) hours of the occurrence, a report outlining the cause and corrective action put in place.
- 17.5 You and ALM agree to participate in bi-monthly review meetings the focus of which will be to review your performance in line with KPI's and agreed service levels referred to in this Agreement. ALM will be represented at these meetings by its Warehouse Manager and Dispatch Supervisor. You will be represented by your Nominated Driver or a designated representative.

### 18. Expiration of This Agreement

ALM is unable to guarantee any work to you following the expiration of this Agreement.

### 19. Termination of This Agreement

Either ALM or you may terminate this Agreement at any time prior to the expiration of the Term of this Agreement as described in this clause 19. Your rights to compensation on termination are described in clause 20.

- 19.1 You may terminate your engagement under this Agreement at any time by giving ALM three (3) months' written notice of your intention to do so.
- 19.2 ALM may terminate your engagement under this Agreement at any time by giving you three (3) months' written notice of ALM's intention to do so.
- 19.3 ALM may terminate your engagement under this Agreement by giving you written notice of termination on a date specified by ALM:
  - 19.3.1 under the disciplinary procedures in clause 30 of the Carriers Contract Determination ;
  - 19.3.2 if you have breached a fundamental term of this Agreement or the Carriers Contract Determination;
  - 19.3.3 if, in relation to you as a body corporate, you become insolvent, a receiver, receiver and manager, administrator or other insolvency manager is appointed, winding up is commenced, you cease to carry on business or you enter into a compromise or arrangement with your creditors;
  - 19.3.4 if you are a partnership, that partnership is dissolved, terminated or reconstituted in any way; or
  - 19.3.5 if you are a natural person, you are made bankrupt or are the subject of an arrangement under Part X of the *Bankruptcy Act* 1966 (Cth), or you become of unsound mind.
- 19.4 ALM is not entitled to terminate this Agreement under clause 19.3.4 if clause 5.6 of this Agreement applies.
- 19.5 Where this Agreement is terminated:

19.5.1 any mobile communications equipment supplied by ALM will be removed from your Vehicle at ALM's expense within three (3) working days from the date of termination;

19.5.2 ALM will then pay you any remuneration due to you under clause 9 to the date of termination but which remains unpaid; and

19.5.3 If applicable, ALM will pay you any compensation due on termination under clause 20.

19.6 For abundant clarity, an assignment of this Agreement by either party is not a termination of this Agreement and does not give rise to any compensation under clause 20.

## 20. Your Compensation on Termination

This clause tells you what compensation you will receive if this Agreement is terminated prior to the expiration of the Term of this Agreement. This is the only compensation you will be able to claim.

20.1 You will not receive any compensation from ALM where this Agreement:

20.1.1 is terminated by you voluntarily under clause 19.1; or

20.1.2 is terminated by ALM under clause 19.3; or

20.1.3 naturally comes to the end in circumstances where ALM has exercised the three (3) year option in accordance with clause 4 of this Agreement,

however where it is terminated under clause 19.3.3 you may, subject to clause 5, assign this Agreement within three (3) months of receiving notice of termination. During those three (3) months ALM may in its discretion decline to allocate further work to you under this Agreement.

20.2 If this Agreement is terminated by ALM:

20.2.1 prior to the expiration of the Term in accordance with clause 19.2; or

20.2.2 at the end of the Term, in circumstances where ALM declines to exercise the three (3) years option in accordance with clause 4 of this Agreement,

you will receive a lump sum payment calculated in accordance with Schedule 4 to this Agreement as at the date of termination of this Agreement.

20.3 By signing this Agreement you:

20.3.1 acknowledge that you regard the compensation payable by ALM under clause 20.2 as a reasonable pre-estimate of the damage you may suffer from early termination of this Agreement; and

20.3.2 release and indemnify and keep indemnified ALM from all liability that might otherwise exist for compensation for loss arising from early termination of this Agreement (including any claim for loss of goodwill or any other amount paid as a premium or fee in return for Contracts of Carriage with ALM).

## 21. Acknowledgement of No Guarantee of Work

21.1 You acknowledge that ALM has no control over the level and volume of work available to be performed by you.

21.2 You acknowledge that ALM's business is subject to fluctuation for a number of reasons including, but not limited to, seasonal demand, competition within the market, industry changes and loss of contracts.



- 21.3 You expressly acknowledge that any loss in the volume or value of work performed by you as a result of any diminution of ALM's business will not give rise to a payment pursuant to Clause 20 or payment or any other form of compensation to you.

## 22. No Extra Claims and Indemnity

- 22.1 You, and any person to whom this Agreement is assigned, agree that you will not be entitled to any payment from ALM, or any assignee of ALM, other than those expressly provided for in clause 20 and that you indemnify ALM and its assignees in respect of any claim so made.
- 22.2 This clause survives the termination or expiration of this Agreement.

## 23. Confidentiality

- 23.1 For the purposes of this Agreement "Confidential Information" means:
- 23.1.1 all confidential, non-public or proprietary information relating to ALM and the Business which is disclosed to you either before or after execution of this agreement; and
- 23.1.2 all confidential, non-public or proprietary information concerning ALM or its marketing, technology, products or production innovations and any information concerning its customers, but excludes information:
- (a) which is in or becomes part of the public domain other than through breach of this Agreement; or
  - (b) which a party can prove by contemporaneous written documentation was already known to it at the time of disclosure by the disclosing party; or
  - (c) which you acquire from a third party entitled to disclose it.
- 23.2 You must take all action necessary to maintain the confidential nature of the Confidential Information provided to or obtained by you.
- 23.3 You must ensure that your officers, employees, sub-contractors agents or advisers (whether or not still employed or engaged in that capacity) do not do or fail to do anything which, if done or omitted to be done by you, would be a breach of your obligations of confidentiality under this Agreement.

## 24. Notices

- 24.1 Any notice or other communication including, but not limited to, any request, demand, consent or approval, to or by a party to this Agreement, must be in writing addressed as shown:

**ALM**

Attention: Mr John Horwood  
Address: 4 Newington Road, Silverwater, NSW, 2128.  
Facsimile: (02) 9741 7290

**You**

Attention: [insert name]  
Address: [insert address]  
Facsimile: [insert fax no.]

Or to any other address specified by any party to the sender by notice.

- 24.2 Such notice must be signed by an officer of the sender and is deemed to be given by the sender and received by the addressee when delivered to the addressee or if sent by facsimile, when the transmission report from the sending party's facsimile machine indicates that an error-free transmission has been effected, provided however that if the delivery or receipt is on a day which is not a Business Day, the notice is deemed to be given on the next occurring Business Day.





EXECUTED as an Agreement

SIGNED for an on behalf of  
(insert details) (ACN )  
in the presence of:

\_\_\_\_\_  
Signature of Authorised Person

\_\_\_\_\_  
Name of Authorised Person

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Name of Witness

SIGNED for and on behalf of  
Australian Liquor Marketers  
PTY LIMITED [ACN 002 885 645]  
in the presence of:

\_\_\_\_\_  
Signature of Authorised Person

\_\_\_\_\_  
Name of Authorised Person

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Name of Witness

#### SCHEDULE 1

#### NOMINATED DRIVER

Name:  
Address:  
Date of Birth:  
Licence Expiry Date:  
Licence Number:  
Class of Licence:

#### SCHEDULE 2

#### VEHICLE SPECIFICATIONS

Each vehicle must be 12 tonnes (unless otherwise specified) and must include:

Base Colour	as specified by ALM
Fittings	such fittings as are required to ensure that a mobile phone hands free set can be installed
Associated	tarpaulin (or other protection) capable of protecting products from Equipment rain and other elements gates barrow (for packaged products) angles for protection of product when being tied down ropes and other devices for securing products in transit pallet jack (as required)

Condition to be maintained in a roadworthy and mechanically reliable condition  
to be kept clean and rust free  
paintwork to be maintained by you

#### SCHEDULE 3

##### EXISTING CARRIERS

1. RL & DA Neal Transport
2. EJ & SE Cooper
3. P & P Manchee
4. Jenrose Pty Limited
5. Horse Enterprises Pty Limited
6. KJ & CA Webb
7. Shane and Vicki Williamson trading as S & V Liquor
8. Adel Transport Pty Limited
9. Checka's Transport Pty Limited
10. Seymour and Sons Pty Limited
11. Mendo Transport Pty Limited
12. James Frazer Pty Limited
13. PX Pty Limited
14. Scosan Enterprises Pty Limited
15. Silkview Logistics Pty Limited

#### SCHEDULE 4

##### TERMINATION PAYMENTS

	If the date of termination falls between the following dates	Payment to be made by ALM
1.	1 April 2006 and 30 September 2006	\$75,000
2.	1 October 2006 to 31 March 2007	\$67,500
3.	1 April 2007 and 30 September 2007	\$60,000
4.	1 October 2007 to 31 March 2008	\$52,500
5.	1 April 2008 and 30 September 2008	\$45,000
6.	1 October 2008 to 31 March 2009	\$37,500
7.	1 April 2009 and 30 September 2009	\$30,000
8.	1 October 2009 to 31 March 2010	\$22,500
9.	1 April 2010 and 30 September 2010	\$15,000
10.	1 October 2010 to 31 March 2011	\$7,500
11.	From 1 April 2011 to 30 June 2011 or if this Agreement ceases as of 30 June 2011	\$4,000
12.	If this Agreement is extended from 1 July 2011 for a further three (3) years pursuant to clause 4 of this Agreement	Nil



SCHEDULE 5

PROOF OF DELIVERY

Delivery Run Sheet 4 Newington Rd, Silverwater 1811 Tel: (02) 9741 7222 Fax: (02) 9741 7290	Carrier Driver Name Vehicle No.	Date: CHEP A/C NO LOSCAM A/C NO
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AUSTRALIAN LIQUOR MARKETERS PTY LTD.

CUSTOMER NAME	CODE	INVOICE NUMBER	CARTOON COUNT	WEIGHT	CLAIM NUMBER	PALLETS DELIVERED	PRINT NAME	SIGNATURE
---------------	------	----------------	---------------	--------	--------------	-------------------	------------	-----------

						CHEP	LOSC	OTHER	
--	--	--	--	--	--	------	------	-------	--


N.B. The signature above verifies the receipt of the goods described on the invoice. Claims for shortages must be notified within 24 hours.

SCHEDULE 6

CARRIERS STATEMENT

(Pursuant to Section 127 of the Industrial Relations Act 1996 (NSW), section 175B of the Workers Compensation Act 1987 (NSW), Part 5B (sections 31G-31J) of the Pay-roll Tax Act 1971 (NSW) and for related purposes).

Note: This statement must be furnished to ALM in accordance with clause 10 of the Contract Carriers Agreement. Failure to provide this duly executed statement will result in payment being withheld.

(Insert Carrier's name) declares and warrants that for the period (insert details) ("the Relevant Period"):

- No wages, including sick leave, annual leave, long service leave, authorised workers compensation payments and termination and redundancy payments, or any other payments required to be made by an award, State or Federal statute or under any contract of employment are due and owing by the Contractor to its employees or independent contractors engaged for the purposes of providing the services requested to ALM in accordance with the Agreement.



2. It has contributed to an approved superannuation fund nominated by the employee/s in accordance with Section 124 of the *Industrial Relations Act 1996* (NSW), or any relevant law in other States and Territories of Australia, the full amount of employer contributions required and due to be made under the terms of the *Superannuation Guarantee (Administration) Act 1992* (Cth), and any voluntary contributions made by and deducted by the Contractor from wages due to the employee/s.
3. It has maintained in force valid workers compensation insurance in connection with work done pursuant to the Agreement and has paid all workers compensation insurance premiums payable in connection with this Agreement, that is, premiums payable up to and including the date of this statement have been paid and all premiums owing during the term of this Agreement will be paid.
4. It has correctly deducted or withheld all amounts of taxes required to be deducted or to be withheld under the PAYE, PAYG or PPS income tax systems, and all amounts so deducted or withheld have been submitted to the Australian Tax Office on the date or dates when they were due to be so submitted.

For and on behalf of (insert Carrier's name)

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Dated

SCHEDULE 7

CARRIERS CONTRACT DETERMINATION

Solicitor's Certificate

I \_\_\_\_\_  
(Print Name)

of \_\_\_\_\_  
(Name of Firm)

certify that I have:

- (a) considered the Contract Carriers Agreement between Australian Liquor Marketers Pty Limited and ..... ; and
- (b) independently advised ..... as to the terms and effect of the abovementioned Agreement and that they are not unfair, unreasonable, harsh or unconscionable.

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Date