



Document Name: **Bulk Freight Services Agreement**

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BULK FREIGHT SERVICES AGREEMENT

SECTION A: INTERPRETATION OF THE AGREEMENT

1. In this Bulk Freight Services Agreement (the “Agreement”), the following definitions apply:

“ABN” means an “Australian Business Number” issued by the Australian Tax Office;

“Cargos” means any products for carriage in relation to which LDC may have an interest of any kind;

“Contractor” means a contractor which provides Services pursuant to this Agreement;

“Contractor Personnel” means all employees, servants, agents, and subcontractors of the Contractor;

“COR” refers to the “Chain of Responsibility” concept as described in the HV Laws, and as further described in the Code and the Manual;

“HV Laws” means the Heavy Vehicle National Laws as further described in the Manual – Sections 1 and 2;

“LDC” mean any entity within the Louis Dreyfus Group of companies, which shall include any affiliates or subsidiaries;

“LDC Personnel” shall mean all employees, servants, and agents of LDC;

“Order” shall mean an order for Services sent to the Contractor by LDC Personnel;

“Parties” shall mean LDC and the Contractor;

“PAYG” is a reference to the “pay as you go” tax instalment component of the Australian taxation system;

“RCTI” shall mean a “Recipient Created Tax Invoice”;

“Recipient” in relation to taxation-related matters shall mean a reference to LDC;

“Services” means with the provision of services which relate to the driving, loading and time slot/scheduling of heavy vehicles, and/or the consignment, packing, loading or receipt of one or more Cargos on terms which shall include the Agreement, and also any separately agreed between the Parties; and

“Site” means a premises owned or controlled by LDC or its counterparties.

2. This Agreement incorporates the terms and conditions within the following sections:

Section A	Interpretation of the Agreement
Section B	LDC Requirements
Section C	Ticketing and Invoicing Process
Section D	Contractor Registration Form
Section E	Contractor CoR Pre-Qualification Screening Questionnaire
Section F	Declaration



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Section G	Forms and Certificates to Return Check List
Appendix I	Bulk Freight Code of Practice (the "Code") – Also available at www ldc.com
Appendix II	LDC SHE – Chain of Responsibility ("CoR") Performance Manual (the "Manual") – Also available at www ldc.com

3. In the event of any inconsistency between the aforementioned sections of this Agreement:
 - 3.1 Sections A and B shall prevail over Sections C to F (inclusive); and
 - 3.2 Appendix I and II shall prevail over all other terms.

SECTION B: LDC REQUIREMENTS

1. By agreeing to perform the Services pursuant to an Order, the Contractor agrees to:
 - 1.1 Comply to the terms, conditions and procedures outlined in the Order, the Agreement, the Code, and the Manual; and
 - 1.2 without limitation to the foregoing, to complete and submit to LDC the Contractor Pre-Qualification Screening Questionnaire (the "Questionnaire");and the acceptance by LDC of the supply of the Services is subject to compliance of the Contractor with the foregoing.
2. Further to Clause 1.1 above:
 - 2.1 where there is a reference to "LDC" in the Code and the Manual, for the purposes of the Contractor's compliance, it shall be construed as being a reference to the "Contractor";
 - 2.2 where there is a reference to "LDC Personnel" in the Code and the Manual, for the purposes of the Contractor's compliance, it shall be construed as being a reference to the "Contractor Personnel";
 - 2.3 the Contractor shall be liable for the acts and omissions of its employees, servants, agents, and subcontractors, and amongst other things, shall ensure that all such persons strictly comply with the Code and the Manual.
3. Further to Clause 1.2, the engagement of the Contractor by LDC is subject to sufficient and satisfactory responses to the Questionnaire, including any follow-up questions asked by LDC.
4. The Contractor must perform the transport services within the start and end dates stipulated in the Order, except in circumstances beyond the Contractor's reasonable control or in circumstances where such performance may be in breach of the HV Laws, the Code and/or the Manual, particularly with respect to applicable driver fatigue and/or speed management systems.
5. To the extent reasonably practicable, the Contractor must inform LDC of the shortest safe and legal truck route that can be used legally on any particular freight movement (having regard to access, mass and dimension restrictions on any route);
6. The Contractor shall provide a load report and invoices in the manner outlined in the Ticketing and Invoice Process section hereto.
7. The Contractor shall weigh off and on correctly at Site. The Contractor shall be liable for any



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discrepancy between the out-turned weight and in-load weight arising due to the Contractor's acts or omissions.

8. The Contractor shall give reasonable prior notice of arrangements for out-turn from all pick up points and delivery to destination.
9. Upon a breach or non-performance of the Services in accordance with the applicable Order, the Agreement, the Code, and/or the Manual ("Default"):
 - 9.1 the Contractor shall be liable for, and shall indemnify LDC in relation to, all and any loss and damage incurred by LDC arising from the Default, including without limitation applicable fines and penalties, damage to property or Cargos, and/or personal injury to any LDC Personnel.
 - 9.2 LDC shall not be obliged to pay any amount in respect of the Services affected by the Default. At its unfettered discretion, LDC may so pay where the Contractor provides reasonable evidence that the Default arose as a direct consequence of the Contractor abiding by its legal obligations, including without limitation the HV Laws.
10. Where the Contractor has been given a direction, or is required pursuant to the order and/or the Agreement, to do something that the Contractor knows, or reasonably ought to know cannot be done without contravening applicable road transport laws and regulations, including without limitation the HV Laws, there shall not be a Default subject to the Contractor:
 - 10.1 immediately refraining or ceasing to perform the Services or part of the Services which results in the foregoing contravene of applicable laws, and
 - 10.2 as soon as reasonably practicable advising LDC, and (where applicable) the LDC Personnel giving the direction, of the reason for such restrain or cessation;and thereafter the Parties shall consult regarding alternative options for provision of the Services.
11. This Agreement is subject to the Competition and Consumer Act 2010, as amended and incorporated into local law (the "Act") only if and to the extent that this Act implies a warranty into this agreement and prevents the exclusion, restriction or modification of any such warranty. The Carrier warrants that it is not a consumer for the purposes of the Act.
12. This Agreement shall be construed in accordance with the law of the domicile of the Contractor. In the event of any dispute between the Parties, such dispute shall be determined before any court of competent jurisdiction in the domicile of the Contractor.



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SECTION C: TICKETING AND INVOICING PROCESS

1. The Contractor shall email weighbridge docket and delivery docket within 7 days of Cargo delivery.
2. The foregoing email to be sent to:
 - 2.1 Bri-SeedDockets@ldc.com (Cottonseed); or
 - 2.2 BRI-Shipping@ldc.com (Cotton Lint); or
 - 2.3 Mel-admin@ldc.com (Grain); or
 - 2.4 AU-oilseeds-exec@ldc.com (Oilseed meal)
3. The Contractor shall email its invoice for Services to LDC within seven days of delivery of the Cargo.
4. LDC's requirements with respect to invoicing are as follows:
 - 4.1 LDC Release, movement order, trucking notice number clearly stated on the Contractor's invoice i.e. 45621 or TN769584;
 - 4.2 Origin and delivery reference clearly stated for each load of Cargo;
 - 4.3 Cargo load date(s) stated;
 - 4.4 Copy of the original bulk handler tickets attached, origin;
 - 4.5 Copy of original delivery tickets attached; and
 - 4.6 Invoicing calculated on Cargo delivered weights.



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SECTION D: CARRIER REGISTRATION FORM

NOTES: This form **must** be completed, signed and returned before payments can be processed. Even if this information has previously been provided to LDC, please complete the following registration, banking, ABN/GST details then read and sign the conditions before returning to LDC.

Registration Details

Trading Name: _____

Contact Name: _____

Street Address: _____

Postcode: _____

Postal Address: _____

Postcode: _____

Phone: _____ Fax: _____

Mobile: _____

Email: _____

Banking Details: (It is the policy of LDC to process all payments to creditors via the Direct Credit system. Please include bank details below)

Account Name: _____

Bank: _____

BSB Number:

Account Number:

Australian Business

Number (ABN):

Registered for GST: **Yes / No** (please circle)

TERMS AND CONDITIONS

1. Bank Account Details

1.1 LDC is under no obligation to verify the above bank account details and any changes in the above particulars must be notified to us in writing.

1.2 Payments will be deemed to have been made when LDC has instructed its bank to credit the above account. LDC will not be responsible for any delays in payments or errors due to factors outside the reasonable control of LDC including but not limited to delays and



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errors in the banking system or errors in account and/or invoice details supplied.

- 1.3 LDC reserves the right at any time to terminate or suspend this direct credit payment system and to pay by cheque or in any other manner which we may determine from time to time.
- 1.4 The Contractor agrees to repay LDC on demand any payments credited to the Contractor in error and LDC reserves the right to set off the amount of any overpayment made in error against any future debt or liability owing by LDC to the Contractor.
- 1.5 LDC has the right to accept the authority of the undersigned as conclusive evidence of that person's authority to execute this Direct Credit Authority on behalf of the Carrier.
- 1.6 LDC payment terms are 30 days end of Month.

2. ABN/GST Registration Details

- 2.1 Where the Carrier has provided an ABN AND is Registered for GST: The Carrier agrees to provide a Valid Tax Invoice in respect of each sale.
- 2.2 Where the Carrier has provided an ABN but is NOT Registered for GST: LDC will process payment normally, will NOT include GST and will NOT deduct PAYG TAX.
- 2.3 Where the Carrier has NOT provided an ABN (and is also therefore not Registered for GST):
 - (a) LDC will process payment normally, BUT WILL DEDUCT 49% PAYG TAX, as required by law.
 - (b) LDC will not re-process a payment should an ABN be provided AFTER such payment is made. Correct GST treatment of future payments can only be made after the ABN has been supplied on a signed Registration Form.
- 2.4 Where the Carrier does not return this form before payment is made by LDC:
 - (a) The Carrier will be deemed to have NOT PROVIDED an ABN.
 - (b) LDC will process payment normally, BUT WILL DEDUCT 49% PAYG TAX, unless the total payment for the service is \$75 or less, as required by law.
 - (c) LDC will not re-process a payment should an ABN be provided AFTER such payment is made. Correct GST treatment of future payments can only be made after the ABN has been supplied on a signed Registration Form.



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SECTION E: CONTRACTOR COR PRE-QUALIFICATION QUESTIONNAIRE

NOTES: Please provide a brief description of the measures in place for each item, e.g. “all drivers required to undertake induction upon engagement and 6 monthly refresher training in relation to driver hours; company operates under NHVAS BFM accreditation, last audit attached”. **Documentation is only required where specifically requested.**

Contractor name: _____
 Contact person: _____
 Business address: _____
 Phone: _____

	ITEM	YES/ NO	DESCRIPTION
A.	MASS AND DIMENSION MANAGEMENT		
1.	Do you have in place a CoR mass and dimension policy or working procedures <i>Please provide a copy</i>		Copy provided <input type="checkbox"/>
2.	Do you have procedures in place to ensure driver training in relation to mass and dimension limits for their vehicle		
3.	Do you operate under Trucksafe or NHVAS mass accreditation scheme? <i>If so, please provide a copy and last audit report</i>		Copy provided <input type="checkbox"/>
4.	Are procedures in place to ensure that suitable vehicles are assigned for particular loads		
5.	Are procedures in place to ensure that every driver is in possession of a complying CWD prior to carrying any load, as applicable		
6.	Are procedures in place to respond to and remedy any incidence of non-conformance		
B.	LOAD RESTRAINT MANAGEMENT		
7.	Do you have in place a CoR load restraint policy or working procedures <i>Please provide a copy</i>		Copy provided <input type="checkbox"/>
8.	Are you a participant in the Australian Steel Industry Logistics Safety Code <i>Please provide a copy of last audit</i>		Copy provided <input type="checkbox"/>
9.	Do you have procedures in place to ensure driver training in relation to load restraint requirements, including the NTC Load Restraint Guide		
10.	Are procedures in place to ensure that drivers are provided with suitable load restraint equipment		
11.	Are procedures in place to ensure that load restraint equipment is periodically checked and maintained/replaced		
12.	Are procedures in place to ensure that acceptable load restraint is signed off before commencing any journey		
13.	Are procedures in place to respond to and remedy any incidence of non-conformance		



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C. DRIVING HOURS, FATIGUE AND SPEED			
14.	Do you have in place a CoR fatigue and speed management policy or working procedures <i>Please provide a copy</i>		Copy provided <input type="checkbox"/>
15.	Do you have procedures in place to ensure driver training in relation to regulated driver hours and fatigue management		
16.	Are procedures in place to ensure that driver rosters and scheduling are prepared having regard to required work and rest hours		
17.	Are procedures in place to ensure that drivers do not exceed their maximum work hours and take required rest times		
18.	Are driver records of work/rest hours kept and checked for compliance verification		
19.	Do you operate under Trucksafe or NHVAS accreditation (BFM or AFM) <i>If so, please provide a copy of current enrolment and last audit</i>		Copy provided <input type="checkbox"/>
20.	Are speed limiters installed, functioning and checked on all vehicles		
21.	Are procedures in place to ensure that journey times or schedules are not set in a manner that would require, encourage or reward drivers to speed		
22.	Are records kept of journey and loading/unloading times and checked for compliance verification		
23.	Are procedures in place to respond to and remedy any incidence of non-conformance		
D. DRIVING HOURS, FATIGUE AND SPEED			
23	Do you have in place a CoR maintenance policy or working procedures <i>Please provide a copy</i>		Copy provided <input type="checkbox"/>
24	Do you have procedures in place to ensure driver training in relation to maintenance requirements		
25	Are procedures in place to ensure that all vehicles and speed limiters are maintained		
26	Is there a daily pre-start vehicle inspection in place		
27	Are procedures in place for monitoring compliance and addressing any incidence of non-conformance		
E. DRIVER FITNESS AND COMPETENCY			
28	Do you assess the fitness and competency of your drivers and keep records		
29	Do all your drivers hold all required licences and certificates		
30	Do you have in place a driver/employee/subcontractor drug and alcohol policy		
31	Do you obtain and retain copies of driver history reports from any applicable State/Territory driver licensing authority		



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F. COR COMPLIANCE	
32	Have you been issued with any infringement or penalty notices in respect of any CoR breach during the past 3 year's <i>If Yes please advise nature of infringement and penalty</i>
33	Have you been prosecuted in Court in respect of any CoR breach during the past 3 years
34	For any notices or prosecutions, did your internal reporting practices identify the breach before it was brought to your attention by the authorities
35	For any notices or prosecutions, have you since reviewed your compliance practices and put in place additional compliance measures
36	For any notices or prosecutions, since reviewing your compliance practices and putting in place additional compliance measures, has any same/similar non-conformance occurred
G. EXTRA DOCUMENTATION	
37.	Do you have valid Marine insurance? <input type="checkbox"/> Copy provided <input type="checkbox"/>
38.	Do you have valid workers comp? <input type="checkbox"/> Copy provided <input type="checkbox"/>
39.	Do you have valid public liability insurance? <input type="checkbox"/> Copy provided <input type="checkbox"/>

Completed by: _____ Signed: _____

Position: _____ Date: _____



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SECTION F: DECLARATION

I confirm I am an authorised signatory for and on behalf of the Contractor, and that I have read and understood the terms of the Agreement.

On behalf of the Contractor, I undertake to adhere to the terms and conditions herein, including any indemnities, together with any other procedures of which LDC may make the Contractor aware.

The Contractor understands that it is its' responsibility to request any clarifications or ask any questions it may have in relation to the Agreement and the procedures stipulated thereunder.

The Contractor acknowledges that any failure to comply with the terms of the Agreement, including the applicable procedures, may result in the Contractor, at any time and without prior notice: (a) being reported to the relevant authorities; (b) being refused the right to load/ unload; and/or (c) having its right to enter suspended from one or more Sites.

I further confirm that all of the information provided by the Contractor is complete and correct.

Contractor Name: _____

Authorized Signatory: _____

Print Name: _____

Date: _____

LDC Authorized Signatory: _____

Print Name: _____

Date: _____

	ITEM	YES/NO
A.	Understanding of the interpretation of the Agreement	
B.	Understanding of the requirements of the Agreement	
C.	Agreement regarding ticketing and invoicing process	
D.	Completion of carrier registration form	
E.	Completion of all 39 questions of COR questionnaire	
F.	Completion of declaration	