



VicForests

[Contractor]

Contractor Agreement No.

Field Services Contract
Aerial Sowing

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Parties

VicForests ABN 76 846 538 543 of Level 12, 461 Bourke Street, Melbourne 3000 in the State of Victoria (**VicForests**)

The Party whose details are set out in **Item 1 of Schedule 1 (Contractor)**

Background

- A VicForests is a State Business Corporation established under section 17 of the *State Owned Enterprises Act 1992 (Vic)* to undertake the management and sale of timber resources in Victorian State forests on a commercial basis.
- B VicForests wishes to engage the Contractor to perform the Services on and subject to the terms of this Agreement.

Agreed terms

1 Interpretation

1.1 Definitions

In this Agreement:

Act means the *Sustainable Forests (Timber) Act 2004 (Vic)*.

Agreement means this agreement and includes the schedules and any annexures to it or documents incorporated by reference.

Aircraft means an aeroplane, helicopter or other machine capable of flight used by the Contractor in the delivery of the Services.

Associate means in relation to the Contractor which is a body corporate:

- (a) a director or secretary of the Contractor;
- (b) a Related Body Corporate of the Contractor;
- (c) a director or secretary of a Related Body Corporate of the Contractor;
and
- (d) any other party that VicForests deems on reasonable grounds to be an Associate of the Contractor.

Authorised Officer has the same meaning as in the Conservation Act.

Authorised Representative means, in respect of each Party, the person identified as such in **Item 4 of Schedule 1** and as amended from time to time in accordance with **clause 18.3(b)**.

Business Day means a day which is not a Saturday, Sunday or public holiday (being a public holiday appointed as such under the *Public Holidays Act 1993* (Vic)) in Melbourne.

Code means the Code of Practice for Timber Production 2014 which is available at www.delwp.vic.gov.au and any other relevant code that may be established and approved from time to time under section 31 of the Conservation Act.

Consequential Loss means indirect, incidental, special or consequential damages, including damages for loss of profits or savings (actual or anticipated) and loss of goodwill.

Conservation Act means the *Conservation, Forests and Lands Act 1987* (Vic).

Contractor Information Handbook means the VicForests Contractor Information Handbook as published on the VicForests web site www.vicforests.com.au and as amended from time to time in accordance with **clause 5.4**.

Control has the meaning as set out in **clause 14.5(c)**.

Equipment means all Vehicles, Aircraft and key plant, machinery and equipment to be provided by the Contractor or any Sub-Contractor for the purpose of performing the Services as listed in **Schedule 3** unless varied in accordance with **clause 6.2(e)**.

Expiry Date means the date set out in **Item 2** of **Schedule 1**.

Force Majeure has the meaning as set out in **clause 12.2**.

Forest Coupe Plan has the meaning as set out in the Code.

GST has the same meaning as in the GST Law.

GST Law has the same meaning as in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Insurances means the insurances specified in **clause 13.1**.

Invoice means a tax invoice submitted by the Contractor pursuant to **clause 4.1(c)** or issued by VicForests pursuant to **clause 17.4(a)**.

Laws means the laws in force in the State and the Commonwealth of Australia, including common law and legislation, including without limitation:

- (a) the Act;
- (b) the *Forests Act 1958* (Vic);
- (c) the *Owner Drivers and Forestry Contractors Act 2005* (Vic);
- (d) the Conservation Act;
- (e) the *Workplace Injury Rehabilitation and Compensation Act 2013* (Vic);

- (f) the OHS Act;
- (g) the Road Safety Act and the Heavy Vehicle National Law (Victoria);
- (h) any regulations or codes of the above Acts; and
- (i) any other relevant law or regulation applicable (including without limitation, employment and industrial relations laws and regulations).

Loss means any liability (whether present or contingent), loss, damage, claim, suit, action, demand, expense, cost, fees (including legal fees on a full indemnity basis) or proceedings of whatever nature, whether arising under contract or statute or otherwise at law or in equity.

National Competency Standards means the standards of that description in the Forest and Forest Products Employment Skills Company's Forest and Forest Products Industry Training Package from time to time.

OHS Act means the *Occupational Health and Safety Act 2004 (Vic)*.

Party means a party to this Agreement including their successors and permitted assignees.

Rates means the rates payable by VicForests to the Contractor for the provision of the Services set out in **Item 3 of Schedule 1** or as otherwise agreed by the Parties up to the maximum amount of the Contract Sum listed in **Item 3 of Schedule 1**.

Recipient Created Tax Invoice or **RCTI** has the same meaning as in the GST Law.

Related Body Corporate in relation to a Contractor which is a body corporate means a body corporate that is related to the Contractor by virtue of section 50 of the *Corporations Act 2001 (Cth)*.

Road Safety Act means the *Road Safety Act 1986 (Vic)*.

Serious and Wilful Misconduct means:

- (a) a serious or material breach of this Agreement (including but not limited to a breach of any occupational health and safety procedure which has the potential to lead, or has lead, to the serious injury of any person);
- (b) persistent breaches of this Agreement (regardless of whether such breaches are material breaches or not);
- (c) the Contractor or any Sub-Contractor or any of their respective officers, employees or agents engaging in any unlawful conduct in relation to or in connection with performance by any of them of the Contractor's obligations under the Agreement (including but not limited to a breach of environmental Laws);
- (d) the Contractor becomes insolvent, comes under external administration or cannot pay its debts as and when they become due

or any other similar circumstance occurs in respect of the Contractor;
or

- (e) the Contractor ceases to carry on its business for a period of 4 weeks or more without the consent of VicForests.

Serious Incident means any incident involving a Contractor which:

- (a) must be notified to WorkSafe Victoria; or
- (b) involves the rollover of plant or equipment; or
- (c) results in a lost time injury; or
- (d) could reasonably have resulted in a lost time injury.

Services means the Services (or any of them) specified in **Schedule 2**.

Site means a site at which the Contractor performs the Services for VicForests.

Sub-Contractor means any third person engaged by the Contractor to perform any of its obligations under this Agreement and includes any officers, employees or agents of the Sub-Contractor.

Term means the term of this Agreement determined in accordance with **clause 2**.

Utilisation Procedures means the utilisation procedures published on the VicForests web site www.vicforests.com.au and revised by VicForests from time to time in accordance with **clause 5.4**.

Vehicle has the meaning set out in section 3 of the Road Safety Act and includes, without limitation, a car, truck or trailer.

VicForests Equipment means all materials, plant, machinery, equipment and Vehicles belonging to VicForests or any of its authorised representatives, employees or agents.

1.2 Interpretation

Unless expressed to the contrary, in this Agreement:

- (a) words in the singular include the plural and vice versa;
- (b) a gender includes the other gender;
- (c) if a word or phrase is defined its other grammatical forms have corresponding meanings;
- (d) includes means includes without limitation;
- (e) no rule of construction will apply to a clause to the disadvantage of a Party merely because that Party put forward the clause or would otherwise benefit from it;
- (f) a reference to:

- (i) a person includes a partnership, joint venture, unincorporated association, corporation and a government or statutory body or authority and includes the person's legal personal representatives, successors, assigns and persons substituted by novation;
- (ii) any legislation includes subordinate legislation and includes that legislation and subordinate legislation as modified or replaced;
- (iii) an obligation includes a warranty or representation and a reference to a failure to comply with an obligation includes a breach of warranty or representation;
- (iv) "\$" or "dollars" is a reference to Australian currency;
- (v) this or any other document includes that document as novated, varied or replaced and despite any change in the identity of the parties;
- (vi) writing includes:
 - (A) any mode of representing or reproducing words in tangible and visible form, including fax transmission; and
 - (B) words created or stored in any electronic medium and retrievable in perceivable form;
- (vii) this Agreement includes all schedules and annexures to it; and
- (viii) a clause, schedule or annexure is a reference to a clause, schedule or annexure, as the case may be, of this Agreement; and
- (g) if the date on or by which any act must be done under this Agreement is not a Business Day, the act must be done on or by the next Business Day.

1.3 Headings

Headings do not affect the interpretation of this Agreement.

2 Term

This Agreement commences on the date of this Agreement and, unless terminated earlier under **clause 11**, will end on the Expiry Date.

3 Services

- 3.1 Subject to the provisions of this Agreement, during the Term the Contractor agrees to perform the Services.
- 3.2 To avoid any doubt, VicForests' Authorised Representative may direct the Contractor to perform additional work or to delete work from the assignment

and the Contractor shall comply with such direction, provided it is within the broad terms of the Services set out in **Schedule 2** or is otherwise agreed in writing between the parties.

- 3.3 The Contractor must liaise with VicForests' Authorised Representative and keep the VicForests' Authorised Representative informed of the program, progress and outcomes of the assignment.

4 Rates

4.1 Payment of Rates

- (a) Subject to the provisions of this **clause 4**, VicForests must pay:
- (i) the Rates; and
 - (ii) interest on any overdue Rates determined in accordance with **clause 4.2**.
- (b) The Rates will only be paid for work completed and invoiced for in accordance with this clause and **clause 17**.
- (c) Subject to **clause 17.4(a)**, the Contractor must issue a tax invoice at the end of each month in respect of any Services provided during that month and send such invoice to VicForests at the address specified in **item 4 of Schedule 1**.
- (d) Subject to **clause 4.1(e), (f) and (h)**, if an Invoice is issued, VicForests must pay the Rates within 30 days of receipt of the Invoice.
- (e) An Invoice will not be payable by VicForests until such time as the Invoice is certified for payment by the Authorised Representative of VicForests (acting reasonably). An Invoice may not be certified for payment where, without limitation, the Authorised Representative of VicForests is not satisfied that it is correctly calculated with respect to the matters to which the Invoice relates.
- (f) If the Authorised Representative of VicForests disputes an Invoice (whether in whole or in part) for any reason, VicForests will pay the undisputed amount of such Invoice (if any), and notify the Contractor of the amount VicForests believes is due for payment. If VicForests and the Contractor are unable to agree on the balance of the Invoice, the dispute will be referred for determination in accordance with **clause 16**.
- (g) Payment of an Invoice is not to be taken as:
- (i) evidence or an admission that the Services have been provided in accordance with the Utilisation Procedures and otherwise in accordance with this Agreement;
 - (ii) evidence of the value of the Services supplied or the tasks performed by the Contractor; or

(iii) an admission of liability,

but must be taken only as payment on account.

(h) To the extent that the Contractor, or an Associate of the Contractor, is a customer of VicForests who has not paid monies owing to VicForests when such payment has become due and payable in accordance with the relevant timber sale agreement (**Outstanding Purchase Amount**), the Contractor is deemed to have instructed VicForests to apply such amount due under the Invoice to reduce the Outstanding Purchase Amount, and the Contractor is only entitled to the balance once the Outstanding Purchase Amount has been reduced to zero.

4.2 Interest on overdue amounts

(a) Subject to **clause 4.2(b)**, each Party must pay interest on any amount (including Monthly Instalment payments) that it owes to the other Party under this Agreement but fails to pay when that amount is due (**Default Interest**). The interest rate to be charged is the relevant rate fixed under section 2 of the *Penalty Interest Rates Act 1983* (Vic).

(b) Interest under this clause is calculated daily, from the date the relevant amount should have been paid. If any interest charged is not paid by the date it is due, it is immediately capitalised and added to the amount outstanding.

(c) If VicForests disputes all or part of the amount of an Invoice under **clause 4.1(f) (Disputed Amount)**, until such dispute is resolved pursuant to **clause 16** the Disputed Amount is not payable by VicForests and Default Interest shall not be due and payable on the Disputed Amount. Whether Default Interest is payable on the Disputed Amount will depend on the agreement reached, or determination made, pursuant to **clause 16**.

4.3 Contractor Indemnity for Payments

The Contractor shall indemnify VicForests against any claim made against VicForests by an employee of the Contractor or a Sub-Contractor in respect of any income tax, workers' compensation, annual leave, redundancy payment or long service leave entitlement or any other payments or amounts in respect of the employment of such employee.

5 Performance Standards

5.1 Contractor's Obligations

In performing Services during the Term, the Contractor shall ensure that:

(a) it complies with the Utilisation Procedures; and

(b) it complies with all relevant occupational health and safety requirements (including but not limited to the requirements set out in

clause 6 of this Agreement and occupational health and safety laws and regulations).

5.2 Contractor's Responsibilities

The Contractor is responsible:

- (a) for the conduct of all operations required to perform the Services;
- (b) for the timing of the performance of the Services, consistent with any reasonable timing restrictions that are notified by VicForests to the Contractor;
- (c) for completing all minor items of work which are directly related to and necessary for the performance of the Services;
- (d) for engaging, directly and paying each employee, agent and Sub-Contractor engaged by the Contractor to perform the Services;
- (e) for providing all materials necessary to perform the Contractor's obligations under this Agreement at the Contractor's own cost, including providing all fuel, Equipment and labour, unless VicForests and the Contractor agree otherwise in writing; and
- (f) for ensuring that all the officers, employees and agents of the Contractor and Sub-Contractors:
 - (i) are competent;
 - (ii) are fit and capable of performing the Services in a safe manner, and are not affected by alcohol or any drug whilst performing the Services;
 - (iii) have the necessary qualifications and accreditation to carry out the work necessary to perform the Services for which they are employed or engaged to National Competency Standards;
 - (iv) have had all matters necessary for the safe operation of any Equipment used by the Contractor's officers, employees, agents and Sub-Contractors, for the purposes of completing the Services, explained to them and the officers, employees, agents and Sub-Contractors have demonstrated an understanding through completion of appropriate training programs of those matters in relation to the use of that Equipment;
 - (v) are aware of and understand and comply with the requirements of the Utilisation Procedures; and
 - (vi) use all reasonable and proper precautions to prevent and suppress unplanned fires which may occur within the vicinity where the Services are to be provided.

5.3 Cooperation with VicForests

- (a) During the Term, the Contractor must:
 - (i) cooperate with VicForests to ensure efficient delivery of the Services; and
 - (ii) do all such things and provide all such evidence as VicForests may from time to time require so as to demonstrate, to the reasonable satisfaction of VicForests, performance by the Contractor of its obligations under this Agreement.

5.4 Variation to Contractor Information Handbook and Utilisation Procedures

- (a) VicForests may from time to time during the Term and in its discretion vary the Contractor Information Handbook and or the Utilisation Procedures. VicForests will advise the Contractor of variations to the Utilisation Procedures and substantive variations to the Contractor Information Handbook by giving the Contractor not less than 30 days prior written notice of that variation.
- (b) If VicForests makes a variation to the Utilisation Procedures in accordance with **clause 5.4(a)**, the Contractor may request a review of the Rates to account for any direct increase in the cost to the Contractor in providing the relevant Services that results from the variation to the Utilisation Procedures. Such review will be negotiated between VicForests and the Contractor in good faith, and provided that the Contractor is able to substantiate its increased costs as a result of changes to the Utilisation Procedures to VicForests' reasonable satisfaction, VicForests will not unreasonably withhold agreement to any change in the Rates following such review.
- (c) If there is any conflict or inconsistency between the terms of this Agreement and the Utilisation Procedures, this Agreement shall prevail.

5.5 Contractor Responsible for Services

The Contractor agrees that the provision of the Services shall be undertaken or supervised by the person or persons specified in **Item 5 of Schedule 1** or such other persons who are agreed to by VicForests.

5.6 Periodic Performance Review

- (a) If the Term is 12 months or longer, either party may request that they meet to discuss:
 - (i) the quality of the Contractor's performance of the Services; and
 - (ii) the quality of VicForests' performance of its obligations under this Agreement,and the Parties must use reasonable endeavours to arrange to meet for such purpose.

- (b) A Party may attend a performance review with, and be represented by, any appropriately qualified person of their choice.
- (c) VicForests must take minutes of each meeting held under this clause and deliver draft minutes to the Contractor within 7 days after the meeting. The Parties must use their reasonable endeavours to agree upon a true record of the meeting, within 21 days after the meeting.
- (d) The Contractor's performance will be reviewed and managed in accordance with the Utilisation Procedures and relevant provisions of this Agreement.

5.7 Contractor Readiness

The Contractor must as soon as practicable after the signing of this Agreement take all steps reasonably necessary to secure the engagement of all personnel necessary so as not to adversely affect the progress of the Services.

5.8 Contractor Storage of Materials

If the Contractor stores materials and articles for use in relation to the provision of the Services at or near the Site, the Contractor must take steps to protect those items from theft and damage. Any work necessary to achieve this level of security or protection is at the cost of the Contractor. The Contractor acknowledges the risk in these items is with the Contractor. The Contractor indemnifies VicForests against any loss of this type.

6 Safety and Compliance

6.1 Safety and compliance requirements

The Contractor must:

- (a) ensure that the provision of the Services complies with:
 - (i) the Code;
 - (ii) the Utilisation Procedures;
 - (iii) any relevant Forest Coupe Plan provided to the Contractor by VicForests; and
 - (iv) all Laws with which the Contractor is required to comply in relation to the performance of the Services;
- (b) supervise, manage, monitor and control the Services (and related activities) performed by any employee, agent or Sub-Contractor of the Contractor in a proper manner and ensure (among other things) that such employee, agent and Sub-Contractor complies with the requirements specified in **clause 6.1(a)** above;
- (c) document, implement and maintain an up to date safety management system, which includes but is not limited to:

- (i) appropriate site inspections and risk and hazard assessments that ensure compliance with relevant occupational health and safety legislation, codes of practice, published guidelines and the Utilisation Procedures; and
 - (ii) ensuring safety management procedures are explained to all officers, employees, agents and Sub-Contractors of the Contractor and that there are adequate systems in place to check that these are properly understood;
- (d) report any incidents (whether or not an injury occurs as a result of the incident), including "near misses", lost time, and subsequent corrective action to VicForests on a monthly basis;
- (e) report any Serious Incidents to VicForests:
- (i) immediately if the Serious Incident is one which must be notified to WorkSafe Victoria; or
 - (ii) within 24 hours in the case of any other Serious Incident;
- (f) to the extent a Serious Incident has occurred which must be notified to the WorkSafe Victoria, the Contractor must ensure that the site is not disturbed until an inspector from WorkSafe Victoria has arrived at the site or has directed that the site may be disturbed, unless the site needs to be disturbed for the purposes of:
- (i) protecting the health and safety of a person;
 - (ii) aiding an injured person; or
 - (iii) taking essential action to make the site safe or prevent an incident occurring;
- (g) within 7 days (or within 24 hours if the request relates to a Serious Incident) of a request by VicForests, provide VicForests with documentation and information evidencing:
- (i) the Contractor's compliance with any of the Laws (including regulatory requirements) specified in **clause 6.1(a)**;
 - (ii) the Contractor's compliance with **clauses 6.1(b), (c), (e), (f) and (i)**; and
 - (iii) in relation to any investigation by VicForests in relation to an incident, the Contractor's compliance with **clause 6.2(b)**;
- (h) on receipt of reasonable notice from VicForests (except where VicForests reasonably believes that the provision of notice would impede its assessment of compliance), grant VicForests or a person authorised by VicForests a right of entry, accompanied by a nominated representative of the Contractor, to any workplace, site or premises (including plant and vehicles) at which the Contractor will perform the Services or activities associated with performance of the Services for the purpose of monitoring, auditing and assessing the

Contractor's compliance with the Laws specified in **clause 6.1(a)** and assessing the Contractor's compliance with **clauses 6.1(b) to (g)** inclusive;

- (i) cooperate with any safety audit conducted in relation to the Contractor or its Sub-Contractors by VicForests or its nominee and give serious consideration to implementing any suggested improvements to the Contractor's safety management system arising from such safety audit and to the extent the audit identifies any deficiency in complying with, or failure to comply with, relevant Laws, the Contractor shall implement any changes necessary to ensure compliance with such Laws; and
- (j) cooperate, and procure that any Sub-Contractors cooperate, with VicForests in relation to the investigation of any incidents.

6.2 Equipment

- (a) Unless otherwise agreed in writing, the Contractor must provide any and all Equipment necessary for the performance of the Services.
- (b) The Contractor must ensure that the Equipment:
 - (i) is fit for its intended purpose;
 - (ii) is capable of carrying out the Services;
 - (iii) is safe, in good operating condition and has been properly serviced and maintained in accordance with recognised maintenance standards (for example, the manufacturer's manual or handbook); and
 - (iv) complies with all relevant Australian standards (and where there is no relevant Australian standard any applicable International Organisation for Standardization (ISO) standard) and all Laws.
- (c) The Contractor must provide to VicForests information and documentation evidencing compliance with **clause 6.2(b)** above within 30 days of VicForests making a request for such information and/or documentation.
- (d) The Contractor is responsible for the care and maintenance of:
 - (i) all materials and Equipment which are used or intended to be used for the purpose of carrying out the Services; and
 - (ii) all VicForests Equipment entrusted to the Contractor or its employees, agents and Sub-Contractors by VicForests for the purpose of carrying out the Services,

and to avoid any doubt, the Contractor acknowledges that any theft or damage to Equipment (including Equipment left at coupes) or VicForests Equipment while it is entrusted to the Contractor or its employees, agents and Sub-Contractors, is at the risk of the

Contractor and VicForests accepts no liability for theft or damage to Equipment or to VicForests Equipment so entrusted.

- (e) If during the Term, the Contractor wishes to cease using some or all of the Equipment and use different equipment, it must seek VicForests' written consent, which consent shall not be unreasonably withheld or delayed.

6.3 Costs of Fire Prevention and Suppression

To the extent that the Contractor:

- (a) assists in fire suppression, control or fire fighting activities relating to a Wildfire (as defined in the Code of Practice for Fire Management on Public Land); or
- (b) makes its personnel (including employees and Sub-Contractors), plant or equipment available for the purpose of suppressing, controlling or fighting any Wildfire,

as required under the Act, the Contractor acknowledges that it will be engaged directly by the Secretary (as defined in the Act) to suppress, control or fight any fire and accordingly, the Secretary will be responsible for reimbursement of reasonable costs incurred by the Contractor as a result of fire fighting services performed by the Contractor.

6.4 VicForests' Obligations

VicForests must use all reasonable endeavours to provide the Contractor with authorised access to Sites to enable the Contractor to provide the Services.

6.5 Cessation of Services

If unauthorised personnel (such as, but not limited to, protestors) enter the Site, the Contractor must ensure that all work on the Site ceases immediately and that all Equipment and materials are secured. The Contractor shall request unauthorised personnel to leave the site and not engage further with the unauthorised personnel in any way and in particular, it shall not remove or attempt to remove the unauthorised personnel from the Site. The Contractor shall inform VicForests immediately if unauthorised personnel enter the Site and shall not recommence work on the Site until instructed to do so by VicForests.

7 Sub-contracting

7.1 Engagement of Sub-Contractors

The Contractor may engage a Sub-Contractor to perform any of its obligations under this Agreement provided that:

- (a) VicForests has given its prior written consent, which consent may be given or withheld by VicForests in its absolute discretion;

- (b) the Contractor procures that the Sub-Contractor complies with all obligations imposed on the Contractor by this Agreement; and
- (c) the Contractor will remain liable for:
 - (i) the performance of its obligations under this Agreement; and
 - (ii) all acts and omissions of the Sub-Contractor as though they were the actions of the Contractor itself.

7.2 Sub-Contractor Agreements

An agreement between a Contractor and Sub-Contractor (**Sub-Contractor Agreement**) for the purposes of **clause 7.1** must require the Sub-Contractor to comply with **clauses 5, 6, 7, 13, 14** and **15** to the fullest extent applicable.

7.3 Contractor to provide copy of agreement

VicForests may request from the Contractor a copy of those parts of a Sub-Contractor Agreement that incorporate the provisions listed in **clause 7.2**. The Contractor must provide VicForests with a copy of the relevant parts of a Sub-Contractor Agreement within 14 days of a request being made by VicForests.

7.4 Compliance with Sub-Contractor Agreement provisions

- (a) The Contractor acknowledges that it is a term of this Agreement that the Contractor ensures that a Sub-Contractor Agreement complies with the requirements of **clauses 7.1(b)** and **7.2** and that the Contractor enforces the Sub-Contractor Agreement in accordance with those requirements. Without limiting the generality of the foregoing, from time to time VicForests may request the Contractor to certify to it compliance by the Sub-Contractor with the provisions of **clauses 7.1(b)** and **7.2**. If VicForests makes such a request, the Contractor shall provide VicForests with certification of such compliance within 14 days of receiving a request from VicForests pursuant to this clause.
- (b) To avoid any doubt, the Contractor agrees that if there is a change of Control of a Sub-Contractor, the Sub-Contractor shall be deemed to be a new Sub-Contractor and accordingly, **clause 7.1** shall apply. **Clause 14.5** shall apply in determining whether there has been a change of Control of the Sub-Contractor but with the following change: the references in that clause to “Contractor” shall be deemed to read “Sub-Contractor”.

7.5 No obligation to pay

If a Contractor uses a Sub-Contractor to perform works under this Agreement in circumstances in breach of this **clause 7**, in addition to any other rights VicForests may have under this Agreement, VicForests will have no obligation to pay the Contractor for the services performed by such Sub-Contractor.

8 Records

8.1 Contractor to retain records

During the Term and for a period of seven years after the Expiry Date, the Contractor must keep true and particular accounts and records of:

- (a) all Services supplied under this Agreement; and
- (b) all associated records including:
 - (i) all supporting materials used to generate and substantiate Invoices submitted in respect of Services supplied under this Agreement; and
 - (ii) all information necessary to enable VicForests to adequately assess the performance of the Contractor; and
- (c) maintenance of the Equipment used in relation to the provision of the Services.

8.2 Inspection and audit

VicForests (or a person authorised by VicForests) and its Authorised Representative may inspect, audit and make copies of the accounts and records required to be kept by the Contractor under **clause 8.1**, at any time after giving reasonable notice (except where VicForests reasonably believes that the provision of notice would impede its assessment of compliance with the obligations in **clause 8.1**) to and with the prior written consent of the Contractor. The Contractor must not unreasonably withhold its consent.

9 Indemnity

9.1 General indemnity

The Contractor shall be solely liable for and shall indemnify VicForests and its officers, employees and agents against any Loss which VicForests suffers as a direct or indirect result of any of the following:

- (a) a breach of this Agreement by the Contractor, including any failure to perform the Services in accordance with this Agreement;
- (b) subject to **clause 9.3(d)**, the provision of the Services or any activity directly associated with the provision of the Services; or
- (c) any negligent act or failure to act by the Contractor or any of the Contractor's employees, agents, officers or Sub-Contractors.

9.2 Specific indemnity

Without limiting the generality of **clause 9.1**, the Contractor agrees to indemnify VicForests and its officers, employees, agents and contractors against all Loss in respect of:

- (a) personal injury (which expression shall include illness and disability) to, or death of, any person while any of them are at the Sites; or
- (b) loss or destruction of, or injury or damage to or loss of use of property, real or personal of any person at the Sites;

to the extent that such Loss is caused by the negligent or wilful acts or omissions of the Contractor or any of the Contractor's employees, agents, officers or Sub-Contractors.

9.3 Damage, Repair, Nuisance and Interference

- (a) Without limiting the generality of **clauses 9.1 and 9.2**, any damage caused by the Contractor directly or indirectly, during the carrying out of the Services, must be repaired by, and at the cost of, the Contractor.
- (b) If the Contractor fails to repair any damage directly or indirectly caused by the Contractor, then VicForests has the right to carry out remedial works and to deduct the cost of them from any moneys due or thereafter to become due to the Contractor by VicForests under this Agreement and to recover any deficiency then remaining as a debt due by the Contractor to VicForests.
- (c) The Contractor must:
 - (i) avoid interference with or damage to property on, in the vicinity of, or adjacent to, a Site;
 - (ii) provide temporary protection for any property on, in the vicinity of, or adjacent to, a Site which may be or is at risk of being damaged;
 - (iii) prevent nuisance or inconvenience to the owners, tenants and occupiers of properties adjoining or in the vicinity of a Site and to the public; and
 - (iv) comply in all respects with the requirements of any agreements that may be made from time to time with the owners of properties that adjoin a Site for the protection of such properties, to which VicForests may be subject. If such agreements exist, VicForests will make a relevant extract available to the Contractor.
- (d) Nothing in this **clause 9.3** operates to impose liability on the Contractor for damage to roads in the nature of fair wear and tear arising from performance of the Services in accordance with the terms of this Agreement.

9.4 Consequential Loss

Under no circumstances shall VicForests be liable to the Contractor for Consequential Loss.

10

Warranties

10.1 Contractor Warranties

The Contractor warrants to VicForests that:

- (a) it has the legal right and power to enter into this Agreement and to perform its obligations under the terms of this Agreement and is not in liquidation or in a position in which it may be placed into liquidation; and
- (b) this Agreement is a valid and binding agreement on the Contractor which is enforceable in accordance with its terms;
- (c) it has read and understood the terms of this Agreement, including all documents forming part of this Agreement and acknowledges that the terms in this Agreement are fair and reasonable;
- (d) the Services will be performed to a standard of care, skill, judgment and diligence commensurate with a competent contractor experienced in work of a similar nature to the Services;
- (e) the Contractor and its officers, employees, agents and Sub-Contractors are, and will continue to be, appropriately qualified and have the requisite knowledge, skill and expertise to perform the Services in accordance with this Agreement and the Utilisation Procedures;
- (f) on the date of this Agreement, the Equipment will be in the Contractor's possession, power and control ready to be used in the provision of the Services;
- (g) the Contractor and its employees, agents and Sub-Contractors will perform the Services in accordance with this Agreement and as directed by VicForests from time to time;
- (h) it will perform its obligations under this Agreement in accordance with this Agreement and all applicable Laws;
- (i) the performance of the Contractor's obligations under this Agreement will not infringe any right of any third party;
- (j) the indemnities given by the Contractor in this Agreement constitute legally valid and binding obligations of the Contractor which are enforceable in accordance with their terms;
- (k) all Vehicles, Aircraft and all other Equipment utilised by the Contractor for the provision of the Services:
 - (i) are safe and suitable for that purpose;
 - (ii) comply with all relevant Laws;
 - (iii) will be operated safely;
 - (iv) are maintained in good running order and all repairs that need to be made on the same will be immediately carried out upon

breakdown or loss of efficiency due to condition of the Equipment; and

- (v) are all the vehicles, aircraft and key equipment necessary to carry out the Services;
- (l) it possesses the financial resources necessary to carry out its obligations under this Agreement;
- (m) all information given by or on behalf of the Contractor to VicForests in the course of the negotiation leading to this Agreement is true and accurate in all respects;
- (n) there are no claims, demands, litigation or disputes in respect of the Contractor's business or any of the assets to be used or employed in the execution of this Agreement;
- (o) there are no facts or circumstances known to the Contractor that are likely to result in the revocation or non-renewal of or variation in any material respect of any permit or licence held by the Contractor in connection with the carrying out of the Services or which would hinder or prevent the Contractor from undertaking the Services;
- (p) save for disclosure in accordance with statutory obligations, no disclosure has or will be made of any information arising from or incidental to this Agreement except to VicForests; and
- (q) it has received a copy of the Contractor Information Handbook and has read and understood it and will perform the Services in the context of the Contractor Information Handbook.

10.2 Trustee Warranties

To the extent to which the Contractor is trustee of a trust, the Contractor warrants that:

- (a) it enters into this Agreement in its own capacity and in its capacity as trustee of the trust;
- (b) the trust has been duly constituted and any trust deed in relation to it is not void, voidable or otherwise unenforceable;
- (c) it has the capacity to be trustee of the trust and has power as trustee unconditionally to execute and deliver and comply with its obligations under this Agreement;
- (d) it has taken all necessary action required by the trust deed or otherwise to authorise the unconditional execution and delivery of and compliance with its obligations under this Agreement;
- (e) in executing and delivering this Agreement and entering into the transactions contemplated by it, it has properly complied with its obligations to the beneficiaries of the trust and the execution and delivery of this Agreement and the entry into the transactions

contemplated by it are for the benefit of the beneficiaries of the trust and do not constitute a conflict of interest or duty or breach of trust;

- (f) it has a right to be indemnified out of all of the property of the trust in relation to all of the obligations of the trustee under this Agreement;
- (g) it has not released or disposed of its equitable lien over the property of the trust which secures that indemnity;
- (h) it has not agreed to limit or exclude and has not committed any breach of trust or done or omitted to do anything which has prejudiced or limited its right of indemnity or equitable lien;
- (i) the rights of the beneficiaries of the trust in relation to and their interest in the property of the trust are subject to and rank in priority behind:
 - (i) the rights of VicForests in relation to, and its interest in, the property of the trust; and
 - (ii) any right to or interest in the property of the trust to which VicForests may from time to time be subrogated;
- (j) it is the only trustee of the trust and no action has been taken to remove it as trustee of the trust or to appoint an additional trustee of the trust;
- (k) no action has been taken to terminate the trust;
- (l) it has not defaulted in compliance of its obligations of trustee of the trust; and
- (m) it has disclosed in writing to VicForests full particulars of the trust and any other trust or fiduciary relationship affecting the property of the trust.

11 Termination and non-performance

11.1 Non-performance by Contractor

- (a) If the Contractor fails to meet its obligations under this Agreement (including its obligations under **clauses 5 and 6** of this Agreement), then without prejudice to any of its other rights under this Agreement, VicForests may in its sole and absolute discretion do one or more of the following:
 - (i) require the Contractor to take corrective action as directed by VicForests; and/or
 - (ii) require the Contractor to undertake training;
- (b) In exercising its discretion pursuant to **clause 11.1(a)**, VicForests will take into account, past performance of the Contractor under this Agreement and interruptions to the performance of Services which are of a general operational nature that are beyond the control of the Contractor including, for example, road closures and wet weather.

11.2 Breach Notices

- (a) Subject to **clauses 11.3** and **11.4(a)**, where the Contractor or any of its officers, employees, agents or Sub-Contractors or any of their officers, employees or agents breaches an obligation under the Agreement (regardless of whether the conduct constitutes Serious and Wilful Misconduct), VicForests may notify the Contractor of such breach. If the breach has not, in VicForests' reasonable opinion, been remedied within a period of seven days after the Contractor's receipt of notification from VicForests, VicForests shall be entitled to suspend the Contractor's performance of Services immediately by notice to the Contractor until the breach has been remedied.

11.3 Suspension and Termination

- (a) Subject to **clause 11.4(a)**, where the Contractor or any of its officers, employees, agents or Sub-Contractors or any of their employees or agents engage in Serious and Wilful Misconduct, VicForests may suspend the Contractor's performance of Services immediately:
 - (i) by providing verbal notification which shall be confirmed in writing as soon as practicable thereafter, where VicForests acting reasonably requires the urgent suspension of the provision of Services (whether for health and safety reasons or otherwise) and it is not practicable to provide written notification; or
 - (ii) by notice to the Contractor where such notice shall specify the breach to which the suspension relates.
- (b) Subject to **clause 11.4(a)**, if within 7 days of receiving the suspension notice pursuant to **clauses 11.2** or **11.3(a)** from VicForests, the Contractor has:
 - (i) failed to remedy the breach to the satisfaction of VicForests (acting reasonably); or
 - (ii) where the failure does not permit a remedy, fails to tender fair compensation to VicForests or take such other steps to address the failure as are satisfactory to VicForests (acting reasonably) as being appropriate in the circumstances,
VicForests may without prejudice to any other of its rights either:
 - (iii) extend the suspension by notice to the Contractor (and to avoid any doubt, such right of suspension may be repeated at VicForests discretion); or
 - (iv) immediately terminate the appointment of the Contractor under the Agreement by notice to the Contractor.

11.4 Right to terminate

- (a) VicForests may terminate this Agreement immediately by providing written notice to the Contractor if the Contractor is issued a notice for Serious and Wilful Misconduct:

- (i) where the action constituting the Serious and Wilful Misconduct does not permit a remedy or, in VicForests reasonable opinion, it is not possible to tender fair compensation or take such other steps to address the failure; or
- (ii) where the Contractor has previously been issued with a notice for Serious and Wilful Misconduct,

and to avoid any doubt, although VicForests has the right to exercise its rights to immediate termination it is not obliged to exercise such right immediately and may exercise such right at a later date.

- (b) Subject to **clauses 11.3(b), (a) and 11.4(c)**, either VicForests or the Contractor may terminate this Agreement by giving 14 days' notice in writing to the other Party.
- (c) The Contractor may terminate this Agreement immediately by notice in writing to VicForests if VicForests has not rectified a material breach of this Agreement within 7 days of having been given written notice to do so.

11.5 Effect of Termination or Expiry

- (a) **Clauses 11.3(b) and 11.4** do not prejudice any right of action or remedy which may have accrued to either Party prior to termination or expiry of this Agreement (as the case may be).
- (b) Upon termination or expiry of this Agreement, VicForests must pay to the Contractor all amounts in respect of Services that have been completed but not Invoiced as at the date of termination or expiry (provided that such Services have been supplied in accordance with the terms of this Agreement).
- (c) **Clauses 1, 4, 8, 9, 10, 11, 15, 16, 17, 18 and 19** of this Agreement survive the termination or expiry of this Agreement and may be enforced at any time.

12 Force Majeure

12.1 Force Majeure occurrence

- (a) If a Party (**Affected Party**) is prevented or hindered by Force Majeure from fully or partly complying with any of its obligations under this Agreement (except for the payment of money), that obligation is suspended for the duration of such Force Majeure.
- (b) If the Affected Party wishes to claim the benefit of this clause it must:
 - (i) give prompt notice of the Force Majeure occurrence to the other Party including reasonable details of the Force Majeure and its anticipated likely duration and effect; and
 - (ii) use its best endeavours to remove the cause and/or effect of the Force Majeure.

12.2 Definition of Force Majeure

Force Majeure means any event or occurrence which:

- (a) is beyond the control of the Affected Party; and
- (b) was not directly or indirectly caused or contributed to by the Affected Party.

12.3 Consequences of Force Majeure

In the event of Force Majeure, VicForests reserves the right to vary the Services.

13 Insurance

13.1 Insurance policies

The Contractor must take out and maintain during the Term:

- (a) public liability insurance:
 - (i) to cover liability for personal injury, death or property damage arising from the performance by the Contractor of its obligations under this Agreement;
 - (ii) with a limit of indemnity of at least \$10,000,000 for any one claim, or series of claims, arising out of a single occurrence; and
 - (iii) extending cover to the Contractor's employees, officers and agents engaged in carrying out work or obligations under this Agreement;
- (b) workers' compensation insurance for all of the Contractor's officers, employees and agents; and
- (c) insurance for each Vehicle and Aircraft used by the Contractor to carry out the Services, covering third party property damage and personal injury with a limit of indemnity of at least \$10,000,000.

13.2 Insurance of Sub-Contractors

The Contractor must ensure that each of its Sub-Contractors and their employees and agents are covered by insurances of the type described in **clause 13.1**.

13.3 Evidence of Insurance

The Contractor must give VicForests a certificate of currency, or other satisfactory evidence, of all insurance that the Contractor is required to take out under **clause 13.1**. The Contractor irrevocably authorises VicForests and its representatives to make such enquiries as it considers necessary, to determine the nature and extent of the Contractor's insurances and consents to VicForests disclosing the relevant provisions of this Agreement to any insurer as evidence of such authority.

13.4 No Action

The Contractor shall (and it shall ensure that its officers, employees, agents and Sub-Contractors shall) not do or permit to be done anything which may cause any Insurances to be rendered void or voidable, including cancellation of any policy.

13.5 Notification

The Contractor shall, as soon as is practicable, notify VicForests in writing of any event that may give rise to a claim under any insurance specified in this **clause 13**.

13.6 Terms of Insurance policies

In addition to the requirements set out above, the Contractor must cause each of the Insurances to be taken out:

- (a) with an insurer that is acceptable to VicForests; and
- (b) on terms (including any excess) which are acceptable to VicForests and under which the insurer waives all rights of subrogation or action against VicForests except in the event of negligent or wilful misconduct by VicForests.

14 Assignment

14.1 Contractor's rights to assign

The Contractor may assign all or part of the Contractor's rights and obligations under this Agreement to a third person, with the prior written consent of VicForests, which consent may be granted or withheld by VicForests in its sole and absolute discretion.

14.2 Contractor to provide full information

At the time that the Contractor seeks VicForests' consent as required under **clause 14.1**, the Contractor must provide VicForests with:

- (a) the identity of the potential assignee;
- (b) the commercial objectives of the assignee in relation to the performance of Services; and
- (c) any other information in relation to the proposed assignment reasonably required by VicForests.

14.3 VicForests consent

VicForests may impose reasonable conditions to the grant of its consent to the proposed assignment by the Contractor of all or part of its rights and obligations under this Agreement to a third person in its discretion.

14.4 Deed of assignment

If VicForests consents to an assignment of all or part of the Contractor's rights and obligations under this Agreement, the Contractor must ensure

that the assignee enters into a deed of assignment and assumption in a form approved by VicForests in its absolute discretion. The Contractor agrees to bear all reasonable legal costs on a full indemnity basis incurred by VicForests in relation to the deed of assignment.

14.5 Change of Control of Contractor

- (a) A change of Control of the Contractor will be deemed to be an assignment by the Contractor of its rights and obligations under this Agreement and accordingly, **clauses 14.1, 14.2, 14.3 and 14.6** shall apply with respect to such change of Control, except where the change of Control occurs because the parent of the Contractor is included in the official list of the Australian Stock Exchange.
- (b) Subject to **clause 14.5(a)**, a change of Control occurs in respect of the Contractor if any person (who did not Control the Contractor on the date of this Agreement) gains Control of the Contractor.
- (c) A person will be taken to **Control** the Contractor if the first mentioned person, alone or with its Associates, has the power, whether held or exercisable directly or indirectly and by whatever means (and whether or not enforceable at law or in equity):
 - (i) to exercise or control the exercise of the right to vote attached to not less than 50% of the issued voting shares in the Contractor;
 - (ii) to dispose of or control the exercise of a right of disposal over not less than 50% of the issued voting shares in the Contractor;
 - (iii) to appoint or control the exercise of a right to appoint not less than one half of the number of directors to the board of the Contractor;
 - (iv) to exercise or control the exercise of a right to vote attached to not less than 50% of the votes that may be cast at board meetings of the Contractor; or
 - (v) to determine the outcome of decisions about the Contractor's financial and operating policies.
- (d) This **clause 14.5** shall have no application and shall not be deemed to be part of this Agreement if the Contractor is not a company.

14.6 Void if non-compliance

Any purported dealing in breach of this **clause 14** shall be void and of no effect.

14.7 Assignment by VicForests

VicForests may, by notice in writing to the Contractor, assign its rights to any State government department, administrative office or other entity in the event of any State government restructure or other re-organisation.

15 Confidentiality

15.1 Confidentiality Obligation

Subject to **clause 13.3**, the Parties must keep and procure to be kept the terms of this Agreement and all information disclosed, made available, communicated or delivered to the Parties under or in connection with this Agreement or during the negotiations of the Parties relating to the matters contemplated by this Agreement (**Confidential Information**) strictly confidential and must not disclose such terms or information to any person without first obtaining the written consent of the other Party.

15.2 Exceptions

Notwithstanding **clause 15.1**, the Parties may without the prior approval of the other Party disclose any Confidential Information:

- (a) which is reasonably required by law but only to the extent that such disclosure is required;
- (b) to its employees, officers, professional advisers, and financiers and to the employees and officers of its Related Bodies Corporate (and in respect of the Contractor to its Sub-Contractors) to the extent that they need to know the information for purposes related to this Agreement and on condition that they agree to be bound by the terms of this clause;
- (c) if the information is in the public domain at the date of this Agreement, or comes into the public domain after the date of this Agreement without a breach of this Agreement or other breach of confidence;
- (d) if the recipient party already knew or had, on a non-confidential basis, the information before receiving it; and/or
- (e) if the recipient party independently developed or acquired the information, without a breach of this Agreement or other breach of confidence,

provided the Party disclosing the Confidential Information must (except in the case of disclosure under **clause 15.2(b)**) notify the other Party in writing before disclosing any such Confidential Information.

16 Disputes

16.1 Parties to meet

If a Party considers that a dispute has arisen under or in connection with this Agreement (**Dispute**), it shall give notice of the Dispute to the other party. Within 14 days of such notice being given, the nominated senior executive officer (or equivalent) of both Parties will promptly meet and discuss in good faith with a view to resolving such dispute. All aspects of every such conference, except the fact of its occurrence, will be privileged.

16.2 Mediation

- (a) Subject to **clause 16.2(c)**, if any Dispute is unable to be resolved in accordance with **clause 16.1** within 5 days (or such further period as the representatives may agree is appropriate) of the occurrence of the resolution conference contemplated in **clause 16.1**, the Parties in dispute agree to endeavour in good faith to settle the Dispute by mediation administered by the Australian Disputes Centre (**ADC**) before having recourse to formal proceedings.
- (b) Subject to **clause 16.2(c)**, the mediation will be conducted in accordance with the ADC Guidelines for Commercial Mediation which set out the procedures to be adopted, the process of selection of the mediator and the costs involved and the terms of those Guidelines are incorporated in the Agreement.
- (c) If either Party refers the Dispute to the Victorian Small Business Commission for mediation in accordance with Part 5 of the *Owner Drivers and Forestry Contractors Act 2005* (Vic), **clauses 16.2(a)** and **16.2(b)** shall not apply.

16.3 Costs

The costs of engaging a mediator (including any venue hire costs) shall be borne equally by the Parties.

16.4 Performance during dispute resolution

The Parties must at all times continue to perform and otherwise comply with its obligations pursuant to this Agreement despite the existence of any Dispute.

16.5 Interlocutory relief

Notwithstanding **clauses 16.1** and **16.2**, a Party may seek interim or provisional relief in respect of the subject matter of the dispute from any Court having jurisdiction. Such interim or provisional relief may be vacated, continued or modified by the mediator at the request of any Party. Any Party may seek, to the full extent allowed by law, judicial enforcement, in a Court having jurisdiction, of any interim or provisional relief granted by the mediator.

17 GST

17.1 Definitions

In this **clause 17** words and expressions which are not defined in this Agreement but which have a defined meaning in GST Law have the same meaning as in the GST Law.

17.2 Consideration GST exclusive

Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided under this Agreement are exclusive of GST.

17.3 Payment of GST

If GST is payable in respect of any supply made by a supplier under this Agreement, the recipient will pay to the supplier an amount equal to the GST payable on the supply. Subject to **clause 17.4**, the recipient will pay the amount referred to in this **clause 17.3** in addition to and at the same time that the consideration for the supply is to be provided under this Agreement.

17.4 Tax invoices

- (a) To the extent the Contractor does not have the requisite information to issue an Invoice and VicForests does have such information, the parties agree that VicForests shall issue Recipient Created Tax Invoices (**RCTIs**) in respect of taxable supplies made by the Contractor, by reference to or in connection with this Agreement, and the parties effect a written agreement in accordance with the conditions set out by the Commissioner of Taxation in GST Ruling 2000/10 as follows:
- (i) VicForests can issue tax invoices in respect of the Services provided by the Contractor in accordance with this Agreement;
 - (ii) the Contractor will not issue tax invoices in respect of the Services in accordance with this Agreement;
 - (iii) VicForests will be required to withhold tax from payments to suppliers, who do not provide an ABN;
 - (iv) the Contractor acknowledges that it is registered for GST as at the date of this Agreement and will promptly notify VicForests if it ceases to be registered;
 - (v) VicForests acknowledges that it is registered for GST as at the date of this Agreement and will promptly notify the Contractor if it ceases to be registered;
 - (vi) VicForests will issue an adjustment note to the Contractor for any adjustment events that arise in relation to a supply for which a RCTI has been issued;
 - (vii) VicForests and the Contractor acknowledge that the RCTI to be issued in accordance with this Agreement is a tax invoice belonging to the class of invoices that the Commissioner of Taxation has determined in writing may be issued by the recipient of a taxable supply; and
 - (viii) the agreement in this **clause 17.4(a)** will terminate immediately if VicForests or the Contractor cease to satisfy any of the requirements under the GST Law for issuing a RCTI.

- (b) In respect of taxable supplies to which **clause 17.4(a)** does not apply, no payment of any amount pursuant to **clause 17.3** is required until the supplier has provided a tax invoice or adjustment note as appropriate to the recipient.
- (c) The Contractor must ensure that invoices issued pursuant to **clause 4.1(c)** contain the information necessary to be a tax invoice for the purposes of the GST Law including the following:
 - (i) invoices for taxable supplies that total \$1000 or more must contain:
 - (A) the words "tax invoice" stated prominently;
 - (B) the name of the supplier;
 - (C) the ABN of the supplier;
 - (D) the name of the recipient;
 - (E) the address or ABN of the recipient;
 - (F) the date of issue of the tax invoice;
 - (G) the quantity of the goods or the extent of the services sold;
 - (H) a brief description of the services supplied; and
 - (I) the total price of the sale (including GST); and
 - (ii) where the GST to be paid is:
 - (A) exactly one-eleventh of the total price, show the GST amount separately or provide a statement such as "total price includes GST"; or
 - (B) less than one-eleventh of the total price, show the GST amount and the total amount excluding GST for the sales.

17.5 Adjustment event

If an adjustment event arises in respect of a taxable supply made by a supplier under this Agreement, the amount payable by the recipient under **clause 17.3** will be recalculated to reflect the adjustment event and a payment will be made by the recipient to the supplier or by the supplier to the recipient as the case requires.

17.6 Reimbursements

Where a Party is required under this Agreement to pay or reimburse an expense or outgoing of another party, the amount to be paid or reimbursed by the first party will be the sum of:

- (a) the amount of the expense or outgoing less any input tax credits in respect of the expense or outgoing to which the other party is entitled; and

- (b) if the payment or reimbursement is subject to GST, an amount equal to that GST.

18 Notices

18.1 General

A notice, demand, certification, process or other communication relating to this Agreement must be in writing in English and may be given by an agent of the sender.

18.2 How to give a communication

In addition to any other lawful means, a communication may be given by being:

- (a) personally delivered;
- (b) left at the Party's current address for notices;
- (c) sent to the Party's current address for notices by priority mail or, if the address is outside Australia, by pre-paid airmail;
- (d) sent by fax to the Party's current fax number for notices; or
- (e) emailed to the email address last notified by the addressee.

18.3 Particulars for delivery of notices

- (a) The particulars for delivery of notices are set out in **Item 4 of Schedule 1**.
- (b) Each Party may change its particulars for delivery of notices by notice to each other Party.

18.4 Communications by post

Subject to **clause 18.7**, a communication is given if posted:

- (a) within Australia to an Australian address, four Business Days after posting; or
- (b) in any other case, ten Business Days after posting.

18.5 Communications by fax

Subject to **clause 18.7**, a communication is given if sent by fax, when the sender's fax machine produces a report that the fax was sent in full to the addressee. That report is conclusive evidence that the addressee received the fax in full at the time indicated on that report.

18.6 Communications by email

Subject to **clause 18.7**, if a communication is emailed, a delivery confirmation report received by the sender, which records the time that the email was delivered to the addressee's last notified email address is prima facie evidence of its receipt by the addressee, unless the sender receives a

delivery failure notification indicating that the electronic mail has not been delivered to the addressee or an “out of office” notification.

18.7 After hours communications

If a communication is given:

- (a) after 5.00 pm in the place of receipt; or
- (b) on a day which is not a Business Day,

it is taken as having been given at 9.00 am on the next day which is a Business Day in that place.

18.8 Process service

Any process or other agreement relating to litigation, administrative or arbitral proceedings relating to this Agreement may be served by any method contemplated by this **clause 18** or in accordance with any applicable law.

19 General

19.1 Cooperate

VicForests and the Contractor agree to cooperate and liaise with the other in good faith as much as possible to ensure that this Agreement operates effectively throughout its term.

19.2 Legal costs

- (a) Except as expressly stated otherwise in this Agreement, each Party must pay its own legal and other costs and expenses of negotiating, preparing and executing this agreement, performing its obligations under this Agreement, and resolving any Dispute.
- (b) The Contractor is liable for and must pay all duty (including any fine or penalty except where it arises from default by the other Party) on or relating to this Agreement, any document executed under it or any dutiable transaction evidenced or effected by it.

19.3 Amendment

- (a) Subject to **clause 19.3(b)**, this Agreement may only be varied or replaced by a document executed by the Parties.
- (b) The Contractor acknowledges that VicForests has the right to vary the Utilisation Procedures and Contractor’s Information Handbook pursuant to **clause 5.4**.

19.4 Waiver and exercise of rights

- (a) A single or partial exercise or waiver by a Party of a right relating to this Agreement does not prevent any other exercise of that right or the exercise of any other right.

- (b) A Party is not liable for any Loss of any other Party caused or contributed to by the waiver, exercise, attempted exercise, failure to exercise or delay in the exercise of a right.
- (c) A waiver of a provision or of a right arising under this Agreement must be given in writing signed by the Party or an authorised officer of the party granting the waiver.
- (d) A waiver is effective only in the specific instance and for the specific purpose for which it is given.
- (e) Failure by a Party to exercise or delay in exercising a right does not prevent its exercise or operate as a waiver.

19.5 Rights cumulative

Except as expressly stated otherwise in this Agreement, the rights of a Party under this Agreement are cumulative and are in addition to any other rights of that Party.

19.6 Consents and approvals

Except as expressly stated otherwise in this Agreement, a Party must not unreasonably withhold or delay any consents or approvals to be given under this Agreement.

19.7 Further steps

Each Party must promptly do whatever any other Party reasonably requires of it to give effect to this Agreement and to perform its obligations under it.

19.8 Right of set off

Any amount owing by the Contractor to VicForests under this Agreement or for any other reason may be set off against any amount owing by VicForests to the Contractor under this Agreement.

19.9 Governing law and jurisdiction

- (a) This Agreement is governed by and is to be construed in accordance with the laws applicable in Victoria.
- (b) Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of Victoria and any courts which have jurisdiction to hear appeals from any of those courts and waives any right to object to any proceedings being brought in those courts.

19.10 Liability

An obligation of two or more of the Parties binds them separately and together.

19.11 Counterparts

This Agreement may consist of a number of counterparts and, if so, the counterparts taken together constitute one document.

19.12 Entire understanding

This Agreement (which includes any documents expressly incorporated in it) contains the entire understanding between the Parties as to the subject matter of this Agreement. All previous negotiations, understandings, representations (verbal or otherwise), warranties, memoranda or commitments concerning the subject matter of this Agreement are superseded by this Agreement and are of no effect. Each party acknowledges that in entering into this Agreement, it does not rely on any previous negotiations, representations, warranties, memoranda or commitments concerning the subject matter of this Agreement and that (subject to any non-excludable rights at law) its rights and obligations in respect of the subject matter of this Agreement are limited to those set out in the Agreement.

19.13 Relationship of parties

This Agreement is not intended to create a partnership, joint venture, employment or agency relationship between the Parties.

19.14 Acknowledgments

- (a) The Contractor acknowledges and declares that neither VicForests or any of its officers, employees or advisers has provided it with any financial and/or legal advice with respect to the prudence or otherwise of entering into this Agreement and/or the force and effect of the terms of this Agreement and the advantages and/or disadvantages of entering into this Agreement.
- (b) The Contractor acknowledges and declares that prior to the date of this Agreement, as per VicForests' recommendation, the Contractor obtained independent financial and legal advice with respect to the prudence or otherwise of proceeding with the Agreement and/or the force and effect of the terms of this Agreement and the advantages and/or disadvantages of entering into this Agreement.

19.15 Additional provisions

Each of the Contractor and VicForests acknowledges and agrees that the additional provisions in **Schedule 4** are binding provisions on each of them as applicable.

Schedule 1

Contract Variables

Item 1: Contractor

Contractor:

ACN:

ABN:

Registered Office Address:

Business Premises:

Item 2: Term

From the date of this Agreement until the Expiry Date of

Item 3: Rates

Charges up to \$ (GST Exclusive)						
Program size	Aircraft type		Aircraft type		Fuel Charge	Commitment Charge* (GST Exclusive)
	Price per hectare (GST Exclusive)	Aircraft Hourly Rate (GST Exclusive)	Price per hectare (GST Exclusive)	Aircraft Hourly Rate (GST Exclusive)		
Option A - >100 ha	\$	n/a	\$	n/a	n/a	\$ per day
Option B - <100 ha	n/a	\$ (rotors in motion)	n/a	\$ (rotors in motion)	Bowser price at time of refuelling	\$ per day

Rates and pricing subject to area to be sown

Option A pricing will apply where the program of coupes to be sown is 100 hectares or more. A separate fuel charge does not apply. VicForests will endeavour to provide at least 100 hectares of area to be sown in any one program.

Option B pricing will apply where the program of coupes to be sown is less than 100 hectares.

Payment of the Commitment Charge

* The Commitment Charge will be paid by VicForests to the Contractor only if:

- a) VicForests has made a booking for the Contractor's services for a particular date (**Booking**);
- b) the Contractor accepts the Booking and as a result declines to accept a booking from another customer;
- c) VicForests cancels the Booking; and
- d) the Contractor is unable, after making reasonable efforts, to find a replacement customer for the Booking date.

Rate adjustment

The rates will be subject to adjustment every 12 months . The first adjustment will occur on 1 January 2019.

There will be no adjustment to the rates specified above on 1 January 2018.

On 1 January each year the rates will be adjusted by the annual percentage movement in the Consumer Price Index (**CPI**) (ABS 6401-Table One - All Groups Melbourne) published at www.abs.gov.au. CPI movement between the previous September quarters will be used.

Item 4: Notice particulars

VicForests

Address:

Fax:

Phone:

Email:

Addressee:

Contractor

Address

Fax:

Phone:

Email:

Addressee:

Item 5: Key Personnel

Schedule 2

Services

In this Schedule 2:

Seed means the seed which is provided by VicForests to the Contractor for sowing under this Agreement, which seed may include single specie seed lots and mixed-specie seed lots in accordance with VicForests' requirements.

VicForests Officer means a VicForests Regeneration Coordinator for the VicForests region in which the Services are being performed or any other officer of VicForests as advised to the Contractor in writing.

Item 1: Aerial application of eucalypt Seed

- (a) The Contractor must provide targeted and accurate application of eucalypt Seed to harvested and site prepared coupes as directed by a VicForests Officer from time to time in accordance with the provisions of this Schedule 2 and otherwise in accordance with this Agreement.
- (b) The Contractor acknowledges and agrees that the objective of the Contractor in providing the Services is to achieve the re-establishment of eucalypt regeneration following timber harvesting through targeted and accurate application of eucalypt Seed to harvested and site prepared coupes in an environmentally responsible manner.
- (c) The Contractor must supply the Aircraft, the Equipment including all Seed application equipment not provided by VicForests, personnel (including at least 1 qualified pilot and loadmaster at all times during the performance of the Services), labour, materials and other resources (other than the Seed) necessary to carry out the Services.

Item 2: Areas to be treated

- (a) VicForests will provide the Contractor with shape files of coupes, individual coupe maps matched Seed lots, pre-determined sow rates and 1:100,000 context maps, to allow sufficient information for the Contractor to navigate to coupes and sow the areas with the correct Seed lot at the predetermined sow rate.
- (b) The Contractor must sow Seed on all areas identified on the sowing maps using the correct Seed lot as supplied by VicForests to the Contractor for that purpose and at the sow rate advised by VicForests to the Contractor for that area.

- (c) VicForests may withdraw area compartments from the program and otherwise vary the areas to be sown, the Seed lots, or the sowing program at any time in VicForests' sole and complete discretion.
- (d) VicForests may suspend all or part of the Seed sowing program in its sole and complete discretion, for any reason including factors such as weather conditions.
- (e) The Contractor must not commence Seed sowing on any day unless and until the VicForests Officer in charge at that time has given permission.

Item 3: Timing of Seed sowing

- (a) The Contractor will be engaged to perform the Services by VicForests on a call-when-needed basis by a VicForests Officer, or other person nominated by VicForests from time to time.
- (b) VicForests will provide the Contractor with suitable maps and shape files of each area to be sown at least 48 hours prior to planned sowing and will telephone the Contractor to confirm that the files are satisfactory.
- (c) The Contractor must ensure that all sowing of Seed is undertaken in accordance with Native Forest Silviculture Guideline 8 "sowing and seedfall", a copy of which will be provided to the Contractor by VicForests.

Item 4: Supply of eucalypt seed

- (a) VicForests will supply to the Contractor all Seed to be sown under this Agreement in clearly labelled calico bags or plastic drums to a central landing site.
- (b) The Contractor must only sow Seed which is provided to it by VicForests and must not under any circumstances sow any seed that is not supplied or otherwise authorised by VicForests to be sown.
- (c) The Contractor must ensure that at all times it has Seed, the Seed is kept dry and free from contaminants, including dirt and other seed.

Item 5: Regulatory certification and licensing

- (a) At all times during the term of this Agreement, the Contractor must hold a current and valid Air Operator's Certificate, which lists each of the Contractor's Aircraft which is used to perform the Services.
- (b) Each pilot engaged by the Contractor to carry out Services must hold:
 - (i) a current and valid Commercial Pilot Licence (Agriculture) with the appropriate endorsements for the type of aircraft being used to perform the Services; and
 - (ii) a current and valid Pilot (Pesticide Rating) Licence.

Item 6: Occupational health and safety issues

- (a) The Contractor must:
 - (i) take all reasonable precautions to ensure the safety of all aircraft, pilots and ground personnel at all times;
 - (ii) provide a thorough briefing to any personnel involved in aerial sowing operations before the commencement of the operation, which briefing must include fire and safety and consideration of contingencies;
 - (iii) comply with the Aviation Services Unit Policy and Procedures Manual (IAOP). Specifically, SO 4.01 – AERIAL APPLICATION OPERATIONS, a copy of which has been provided to the Contractor;
 - (iv) implement and maintain an Occupational Health and Safety Plan which includes a contingency plan to deal with incidents and/or accidents; and
 - (v) not commence any operations whatsoever until the VicForests Officer in charge at that time advises the Contractor that the applicable area is cleared of all unauthorised personnel and that it is safe to commence operations in that area.

Item 7: Aircraft

- (a) The Contractor must supply the Equipment specified in **Schedule 3**.
- (b) The Contractor must ensure that all Equipment used in the performance of the Services has the appropriate regulatory approvals and certifications.
- (c) The Contractor must ensure that all equipment installed in or on aircraft and all aircraft used to perform the Services have full current and effective Civil Aviation Safety Authority approval and comply with all other relevant regulatory requirements.
- (d) The Contractor must ensure that all aircraft and all aircrafts used to perform the Services are fitted with an onboard device to monitor wind speed and direction, inversion layers and turbulence levels.
- (e) All Contractor pilots must ensure that the guidance system of each aircraft used to perform the Services is capable of:
 - (i) accurately obtaining correct placement of swaths; and
 - (ii) producing digitised data suitable for uploading flight path and weather data into VicForests' GIS system.

Item 8: Aircraft refuelling

- (a) The Contractor must undertake all refuelling, pre-positioning restocking and hot refuelling required to perform the Services, at the Contractor's sole cost.
- (b) The Contractor must ensure that a minimum of two fire extinguishers (dry chemical or carbon dioxide, minimum capacity of 4.5 kg) are positioned at all times within 15metres of the helipad during refuelling of any Contractor aircraft.
- (c) The Contractor must comply with the SOP (Standard Operation Procedure) for Hot Refuelling as detailed by CASA (Civil Aviation Safety Authority) which must be the standard used for all refuelling of Contractor aircraft.
- (d) The Contractor must transport all fuel required by the Contractor in carrying out the Services using the Equipment listed in Schedule 3 in a safe and environmentally responsible manner.

Item 9: Application equipment

- (a) The Contractor must ensure that all Aircraft used to perform the Services are equipped with:
 - (i) an on-board computer to monitor Seed application rates and give precise in-flight management of the Seed application system;
 - (ii) an application system which has precise Seed application cut-off systems;
 - (iii) a system capable of maintaining the specific Seed flow rate necessary to ensure that the Seed to be sown in each area can be sown at the 'kilogram of Seed per hectare' rate of sowing specified by VicForests for that area and sown with a coefficient of variation of no more than 10% in each case; and
 - (iv) an application system which is able to sow single and mixed specie Seed lots at varying application rates in accordance with VicForests' requirements, including being capable of sowing mixed species Seed lots and sowing a range of species Seed mixes on one particular coupe/area.
- (b) The Contractor must ensure that all Aircraft and Seed application systems are fully cleaned and decontaminated prior to the arrival of the Aircraft at VicForests' operation site.
- (c) The Contractor must ensure that any washing down of equipment only occurs in designated areas as determined and advised by a VicForests Officer from time to time.
- (d) The Contractor must supply GPS (global positioning system) electronic guidance system which ensures accurate flight line separation and targeted and accurate application of Seed on the areas directed to be sown by VicForests.

Item 10: Calibration of equipment

The Contractor must:

- (a) ensure that all Equipment used for application of Seed is calibrated in accordance with the 'kilogram of Seed per hectare' rate of sowing specified by VicForests for that area:
 - (i) prior to the commencement of any and each Seed sowing operation: and
 - (ii) at regular intervals throughout Seed sowing operations to ensure uniform and accurate distribution of the Seed over the target area;
- (b) make the calibration technique and results available to VicForests' Officers upon request by any VicForests Officer;
- (c) undertake regular checks of Seed usage against the actual hectares treated to ensure that the application system is functioning correctly and that the 'kilogram of Seed per hectare' rate of sowing specified by VicForests for that area has been achieved; and
- (d) adopt a system that demonstrates that the flight mapping of Seed sowing occurs only when Seed is leaving the aircraft.

Item 11: Loading Seed

- (a) The Contractor must consult with VicForests with a view to agreeing with VicForests on suitable helipad sites. Seed sowing activities cannot commence until agreement has been reached between VicForests and the Contractor.
- (b) The Contractor is responsible for the loading of Seed on site into the Aircraft.
- (c) The Contractor must return all eucalypt Seed bags/drums to VicForests as soon as possible:
 - (i) after the Seed in those bags/drums has been sown; or
 - (ii) after the Contractor becomes aware that the Seed in those bags/drums is not required to be sown by the Contractor.

Item 12: Flying height and swath width

The Contractor must:

- (a) determine the appropriate swath width, airspeed and flying height for each operation site which must be set to maximise operational efficiency, optimal evenness of distribution and to maintain safety standards; and
- (b) advise VicForests of the swath width, airspeed and flying height for each operation site as and when requested to do so by VicForests.

Item 13: Weather conditions

- (a) The Contractor must only conduct aerial Seed sowing operations when appropriate weather conditions prevail.
- (b) The Contractor must ensure that the Contractor pilot responsible for carrying out the aerial Seed sowing operations:
 - (i) liaises with the VicForests Officer in charge at that time in order to regularly monitor on ground weather conditions; and
 - (ii) informs the VicForests Officer in charge at that time of any difference in above ground wind speed and direction as soon as the pilot become aware of such difference.
- (c) The Contractor must ensure that flight line offsets (as per Heli-seeding Manual 1995) for winds exceeding 1 km/hr are applied.
- (d) The Contractor must endeavour to ensure that Seed application is conducted in accordance with the following optimal conditions:

Maximum wind speed	11 km/h
Minimum wind speed	0 km/h
Maximum wind gust above mean wind speed	5 km/h
Atmospheric Stability	N/A
Cold Air drainage	N/A
Rainfall	No rain during operation
Air Temperature	N/A
Relative Humidity	N/A
Soil Moisture	Not significantly below field capacity (dry) or fully saturated

Item 14: Containment of Seed to target

- (a) The Contractor must ensure at all times that sowing of eucalypt Seed is confined to the target area advised by VicForests for that Seed.
- (b) If the Contractor believes that any Seed has landed off-target or is likely to land off-target, then the Contractor must immediately cease all work and bring the issue to the attention of the VicForests Officer in charge at that time.

Item 15: Environmental care

- (a) The Contractor must ensure that all buffers marked on the VicForests provided maps are to be left untreated and no Seed is to be sown in those buffer zones.

- (b) The Contractor must ensure that at all times and in all buffer zones:
 - (i) no loading, mixing of eucalypt Seed, washing down equipment and/or calibrating equipment is to be undertaken; and
 - (ii) no vehicles are parked.
- (c) The Contractor must ensure that all unused eucalypt Seed is collected in the separate types as it was provided to the Contractor, repackaged, accurately labelled and returned to VicForests by the Contractor as soon as reasonably possible.
- (d) The Contractor must have a spill control kit (protective clothing & equipment, shovel, open drum and sand or other absorbent material and equipment and material recommended on the label / manufacturer safety data sheet) on every vehicle carrying Jet A1 fuel.
- (e) The Contractor must notify the VicForests Officer in charge at that time immediately of any accidental fuel spillage, or any possible contamination of a non-target area or Seed. The Contractor must take immediate action to mitigate environmental impact by the provision of suitable diversions, bunding or spillage absorption equipment.
- (f) All rubbish including empty eucalypt Seed containers/bags must be removed from the site on a daily basis by the Contractor.

Item 16: Contractor briefing

- (a) VicForests will advise the Contractor on a safe central landing site on which the Contractor can base its daily operations while the Contractor is performing the Services.
- (b) The VicForests Officer in charge at that time (or other person nominated by VicForests) will brief the pilot at the landing site, explain operational hazards, discuss any Seed species changes or distribution issues and undertake flight following monitoring of the Contractor's activities.
- (c) VicForests will conduct a daily pre-application briefing for all the Contractor's personnel and VicForests personnel involved in the sowing procedure. This briefing will detail planned operations, answer queries and include any safety requirements and procedures and any emergency procedures.
- (d) The Contractor must ensure that all of the Contractor's personnel involved in performing the Services attend all briefings and meetings conducted by VicForests when so requested to do so by VicForests.
- (e) VicForests will provide the Contractor with a copy of the planned sowing program including maps which detail buffer zones, treatment areas, helipad sites, application rates, significant environmental assets, access roads and overhead power lines.
- (f) The Contractor must ensure that all personnel involved in performing the Services are familiar with all maps and other information provided to the Contractor by VicForests in relation to the performance of the Services.
- (g) The Contractor must not commence any application of Seed until the Contractor has ensured that target areas are correctly and unambiguously defined, identified and understood by the Contractor.

- (h) The Contractor must ensure that all Contractor personnel:
 - (i) comply with all instructions given to it by VicForests in relation to site establishment and processes for co-ordinating aerial seeding; and
 - (ii) take all necessary action to mitigate risk and to ensure the safety of all personnel in the vicinity.

Item 17: Communication

- (a) The Contractor pilot must maintain regular communication with the VicForests Officer in charge at the time during all operations, including regarding the clearance to be given by VicForests to commence Seed application, and the applicable prevailing weather conditions.
- (b) The Contractor must report daily to the VicForests Officer in charge at the time and provide a daily summary of events, including all Services provided during that day.
- (c) The Contractor must maintain communications consistent with the requirements of the State Air Desk and the Aviation Services Unit of Victoria.

Item 18: Record keeping

- (a) The Contractor must record the following information and make it available to VicForests on a daily basis or as agreed with the VicForests Officer:
 - (i) eucalypt Seed use;
 - (ii) areas covered including logged flight paths;
 - (iii) hours of operation;
 - (iv) meteorological conditions; and
 - (v) any other information reasonably requested by VicForests from time to time.
- (b) The Contractor must:
 - (i) supply electronic documentation of each application of Seed including the quantity of Seed used, flight lines, swath widths and any other information requested by VicForests from time to time; and
 - (ii) ensure all electronic files provided are clearly labelled with coupe numbers and/or names for easy upload of data.

Item 19: Quality control

- (a) VicForests may verify the accuracy of sowing undertaken by the Contractor by on-ground monitoring at any time.
- (b) The Contractor must provide VicForests with shape files of flight lines from the after flight completion and electronically transfer them to VicForests as per VicForests' Instruction – Site Establishment. This will form the basis for payment of the Contractor.

- (c) The Contractor must re-sow any areas missed or otherwise sown incorrectly as a result of inaccurate flying within 2 weeks at the Contractor's expense.

DRAFT

Schedule 3

Equipment

- Aerial heli seeder unit #3 (Note that this is VicForests Equipment and ownership is retained by VicForests during this Agreement and after its expiration. Therefore, it must be returned to VicForests at any time upon request.)

Schedule 4

Additional obligations

1. The Contractor must undertake its own inspections and satisfy itself as to:
 - (a) the applicable flying conditions at all times that Services are provided under the agreement;
 - (b) the suitability of the flying conditions for the safe and accurate performance of the Services; and
 - (c) the existence and location of any hazards that may be present in the area in which the Services are performed or surrounding areas in which the Contractor flies during or in connection with the performance of the Services.
2. The Contractor acknowledges and agrees that:
 - (a) in carrying out its obligations under item 1 of this Schedule 4, the Contractor must not rely on the accuracy or the completeness of any maps or other verbal or written information provided by any VicForests personnel; and
 - (b) to the maximum extent permitted by law, VicForests shall have no liability whatsoever to the Contractor or any employees, agents, representatives or contractors of the Contractor for:
 - (i) any Loss suffered as a result of the Contractor's failure to comply with its obligations under item 1 of this Schedule 4; or
 - (ii) any Loss suffered directly or indirectly in connection with the any flying conditions or any hazards.
3. The Contractor acknowledges that the Contract Sum in item 3 of Schedule 1 is an upper limit only and VicForests gives no guarantee of the amount of Services required from the Contractor.
4. The Contractor acknowledges and agrees that VicForests is not required to provide the Contractor with work relating to the Services with any degree of regularity or that there is any expectation of a minimum amount of services.
5. Unless the Contractor has committed to the provision of Services for a specific period, VicForests acknowledges and agrees that in light of paragraph 3 and 4 above, the Contractor may not always be available to provide Services when required by VicForests.

Executed by **VicForests** by the duly)
authorised delegate in the presence of:)
)

.....
Signature of witness

.....
Signature of Delegate

.....
Name of witness (print)
\\

.....
Name and title of Delegate (print)
Date of Signing:.....

Executed by **[Contractor]**)
in accordance with section 127 of the)
Corporations Act 2001 (Cth):

.....
Signature of Director

.....
Signature of Director / Secretary

.....
Name of Director (print)

.....
Name of Director (print)

Date of Signing:.....