# RECALL TOTAL INFORMATION MANAGEMENT CONTRACTOR AGREEMENT 2003

THIS AGREEMENT shall take effect from 1 November 2003,

#### between:

- A. RECALL, an operating division of Brambles Australia Limited, (ABN 79 000 164 938) whose registered office is at Level 40, Gateway, 1 Macquarie Place, Sydney, New South Wales, 2000 ("RECALL");
- B. All Contractors of RECALL, Document Management Services, in New South Wales, performing the transport (collection and delivery) of records, whether members of the union listed in subclause (c) or not: and
- C. Transport Workers Union of New South Wales (the "Union").

## WHEREAS:

- A. RECALL is in the business of providing Information Management, retention and associated transportation services within the Information Management and Retention Service Industry.
- B. RECALL is desirous of using the services of the Contractor for the purposes of transporting records, not limited to documents and computer tapes.
- C. The parties have agreed that the Terms and Conditions hereinafter appearing shall apply.

NOW THIS AGREEMENT WITNESSES and the parties hereto mutually agree as follows:

# 1. Undertaking By Recall

The undertakings by RECALL are shown under the heading SCHEDULE A.

## 2. Undertaking By the Contractor

The undertakings by the Contractor are shown under the heading SCHEDULE B.

## 3. Consideration

- 3.1 In consideration of the Contractor providing the Services as described in Schedule B of this Agreement RECALL agrees to pay to the Contractor the respective rates set out in SCHEDULE C thereof.
- 3.2 The rates set out in SCHEDULE C shall be fixed for a period of twelve (12) consecutive months following the date of signing of this Agreement.
- 3.3 Should this Agreement be extended in accordance with clause 5.2 the parties shall negotiate reviewed rates to apply for the ensuing twelve (12) months prior to the anniversary of the date of signing of this Agreement with discussions on such rates to commence thirty (30) days prior to the date on which it is intended they will come into effect.
- 3.4 In the event that the parties agree to such a rate review the negotiated rates shall apply for a period of twelve (12) consecutive months immediately following the anniversary of the date of signing of this Agreement and the parties shall record the details of the rate review in writing.
- 3.5 Should either the company or the contractor fleet, as a whole, be significantly disadvantaged overall after the first three months of this agreement compared to the previous system of rates, concerning the previous system of hourly rates and the piece rates that have been set as part of this agreement, a review may be undertaken of the piece rates only at Schedule C in accordance with the following:

- (a) if agreement cannot be reached, the dispute settlement procedure contained at clause 18 of this agreement must be followed;
- (b) any review will not constitute a reopening of the terms of this agreement; and
- (c) this clause does not require negotiation or renegotiation of rates; and
- (d) no industrial action will be taken in connection with any consideration of piece rates during the life of this agreement.

Should there be any significant movement in individual items contributing towards the costs involved in carrying out the Services, either on the part of the Carrier or RECALL, then either party may request a review of rates in relation to that significant movement. A movement in costs in any one item of plus or minus 15% or more is considered to be significant.

## 4. Payment

- 4.1 The Contractor shall provide RECALL with invoices on a weekly basis, detailing the charges for the Services provided during the preceding seven (7) days.
- 4.2 RECALL will pay the Contractor for Services provided within seven (7) days of receiving the Contractor's invoice, by EFT transfer to a nominated bank account.

# 5. Term of Agreement

- 5.1 This Agreement shall take effect from 1 November 2003 and shall continue for a period of twenty four (24) consecutive months, with a CPI increase applied, to the rates as per schedule C, twelve (12) months after the date of signing of this Agreement. This Agreement may be extended for a further period of twelve (12) consecutive months as provided by sub-clause 5.2 hereof.
- 5.2 The option to extend the validity of this Agreement for a further period of twelve (12) months is exercisable by Recall applying another CPI increase, to the rates as per Schedule C, at the end of the initial twenty four (24) month period.
- 5.3 On the expiration of the initial period of this Agreement, when an extension has not been exercised by Recall, a period of one (1) month's written notice of termination by either party may be given.

## 6. Termination

6.1 Notwithstanding Clause 5.3, either party may terminate this Agreement by giving to the other party one month's notice in writing of its intention to do so.

Notwithstanding Clause 5.3, RECALL may terminate this Agreement immediately upon written notice to the Contractor if:

- (a) an order is made or a resolution is passed for the winding up of the Contractor (except for the purposes of reconstruction or amalgamation;
- (b) the Contractor goes into liquidation or is unable to pay its debts within the meaning of the Corporations Law;
- (c) the Contractor is placed under official management or has a manager of any of its assets appointed under the provisions of the Corporations Law;
- (d) the Contractor commits an act of bankrupcy; or
- (e) in the reasonable opinion of RECALL, the Contractor has committed an act of Serious Misconduct or repeated Unsatisfactory Performance as defined in Clause 17.

6.2 Notwithstanding clause 6.1, RECALL may terminate this Agreement where changes in the structure or nature of RECALL's business necessitate a review of the number of Contractors required, or type of vehicles required. While RECALL will endeavour to communicate changes to Contractors as early as practically possible, any such termination will be notified by the company in writing giving one month's notice of its intention to do so.

## 7. Contractor's Insurance

- 7.1 During the term of this Agreement, the Contractor shall at its own expense procure and maintain:
  - (a) Workers Compensation for all its employees under the relevant Workers Compensation Act;
  - (b) Public Liability insurance to a minimum amount of \$10,000,000
  - (c) Motor Vehicle insurance covering the vehicle for own damage and \$10,000,000 third party property damage per any one event; and
  - (d) Goods in Transit cover \$10.000.
- 7.2 The Contractor must provide evidence to RECALL as proof that the insurance's shown in Clause 7.1 have in fact been effected and remain current throughout the term of this Agreement. These policies should be endorsed to provide indemnity to RECALL for any liability it may incur arising out of any act or omission on the part of the Contractor (hereinafter referred to as a Principals Liability Endorsement). The Contractor will be required to provide documented proof of renewal for all relevant insurance policies within one week of expiry.
- 7.3 The effecting of insurance as required under this Clause 7 shall not in any way limit the obligations or responsibilities of the Contractor under this Contract.

## 8. Force Majeure

Notwithstanding any other provision of this Agreement, neither party shall be liable for any omission, failure or delay in the performance of any of its obligations hereunder if such omission, failure or delay is occasioned by or arises from circumstances beyond its power or control including, but without limiting the generality of the foregoing, omissions, failures or delays caused by or arising from Acts of God, industrial action or dispute, flood, lightning, storm, acts of war, riot, government and industrial embargo or accident fire or explosion beyond the control of either party.

# 9. Liability of the Parties

RECALL shall not be liable to the Contractor and the Contractor hereby indemnifies and releases RECALL from liability in tort or contract or otherwise for or in respect of any direct, indirect or consequential loss, damage, expenses or injury occasioned or suffered by the Contractor or any third party in connection with or relating to the performance, non-performance, any breach or other matter arising out of this Agreement including, by way of illustration and not in limitation of the foregoing, liability due to the negligence or wilful act or default of RECALL or others or any error in connection with its subject matter and this provision shall apply to all such loss, damage expense and injury whether or not the same occurs in the course of performance of this Agreement by RECALL or in the course of events which are in the contemplation of RECALL and/or the Contractor or in the course of events which are foreseeable by RECALL and/or the Contractor. "Consequential loss" shall include but not be limited to loss of profit, use and goodwill (and similar financial loss) and payment made or due to any third party, together with any expenses incurred by the Contractor in connection therewith or arising therefrom, or incurred in mitigation or attempted mitigation of such loss or damage.

# 10. Confidentiality

10.1 For the purposes of this Contract, "Confidential Information" will mean and include, but without being limited to, the following items relating to RECALL and its business:

- (a) Invoices;
- (b) Operational Manuals And Procedures
- (c) Technical equipment and facility specifications
- (d) Recall figures and Results;
- (e) Holdings Figures;
- (f) Current And Future promotions;
- (g) Prices of services;
- (h) Information relating to RECALL customers;
- (i) Any information designated as confidential by RECALL and any trade secrets of RECALL.
- 10.2 The Contractor must not during the term of this Contract or any time after the termination of this Contract (except in the proper course of duties or as may be required by law):
  - (a) without the prior written consent of RECALL disclose to any other party other than RECALL; or
  - (b) use or attempt to use any Confidential Information in any manner.
- 10.3 The parties acknowledge that the terms of this Contract and the negotiations leading up to it are confidential between them.
- 10.4 The Contractor and the Contractor's drivers must not discuss RECALL or its client's matters with any third parties and must keep information about RECALL, its operations and its clients' in the strictest confidence.
- 10.5 No party may disclose to any other person or entity any matter or thing concerning the negotiations leading up to this Contract or any of its terms without first obtaining the written consent of the other party which consent may be given or withheld at the absolute discretion of the party concerned.
- 10.6 This clause will not operate:
  - (a) to prevent a party from making a disclosure to its legal, accounting and/or financial advisers and/or to its Bank; or
  - (b) where a party is required to make a disclosure by law or as evidence before any Court or Tribunal.
- 10.7 Non Competition Upon Termination

It is a term of your appointment that for a period of six (6) months after termination of your services with RECALL you will not, within Australia, engage in, be interested in, or conduct in any manner in any capacity whether supervisory or not the business of collection and transport of records for records management and retention without the prior consent of RECALL; and without limiting the former undertaking, that for a total period of twelve (12) months after termination of your services with RECALL you will not approach, deal with or solicit any customers or clients of RECALL for any purpose of the business of collection and transport of records for records management and retention without the prior consent of RECALL.

## 11. Assignment

Neither party shall without the prior written approval of the other assign this Agreement or any part thereof.

## 12. Sale of Contractor's Vehicle

No circumstances shall exist where a vehicle is sold with work. Where any Contractor engaged under this Agreement retires, leaves of his own accord, is terminated or retrenched, his vehicle leaves with him. The exception to this rule being where RECALL desires to retain the vehicle in the yard, then RECALL may, offer to purchase the Contractor's vehicle at fair market value or allow the outgoing Contractor to sell his vehicle to an approved purchaser who desires to become a Contractor to RECALL. Provided always that the price paid for the vehicle by the approved purchase is understood to be the value of the vehicle only without any element of goodwill included. No Contractor shall be engaged under this Agreement who is not personally approved by RECALL. RECALL will interview all prospective purchasers, as to the suitability of that person representing RECALL, along with the vendor. Should a person be deemed not suitable then that person shall not be allowed to carry out the work for RECALL.

## 13. Corporations and Partnerships

When the Contractor is a corporation then for the purposes of this Agreement any act, default or misconduct by any person doing work on behalf of the corporation or partnership under any Contract of Carriage to which the corporation or partnership is party shall be deemed to be an act, default or misconduct committed by the Contractor.

## 14. Entire Agreement

This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all previous oral and written proposals, responsibilities, agreements and other communications between the parties.

## 15. Governing Law

This Agreement shall be deemed to have been made in the State of New South Wales and shall be subject to the laws of that State.

# 16. Safety, Health and Environment

The Contractor must maintain legislative compliance with all applicable *Occupational Health and Safety Acts, Workers Compensation Acts* or other relevant legislation.

The Contractor must comply with all policies or RECALL, or Clients, as advised by RECALL or Clients which are directed at providing a safe and healthy work environment. All necessary precautions must be exercised for the health and safety of personnel and members of the public that may be affected by the actions of the Contractor.

## 17. Conduct and Performance

## Serious Misconduct

- 17.1 For the purposes of this Contract, Serious Misconduct includes, but is not limited to, the Contractor or any of its employees, agents or subcontractors involved in supplying the Services to RECALL:
  - (a) being under the influence of alcohol or drugs while supplying the Services other than a prescribed drug which does not impair the ability to supply the Services;
  - (b) in the reasonable opinion of RECALL being dishonest, objectionable or abrasive to either RECALL, the RECALL Customers, or to any person during the course of, or at any time when, performing the Services and such conduct damages the reputation of RECALL;
  - (c) falsifying documents relating to the business of RECALL or deliberately overstating rates, hours worked or timings on the runsheets;

- (d) being fraudulent or, in the reasonable opinion of RECALL, negligent in the supply of the Services;
- (e) knowingly disclosing false information at the time of entering into this Contract;
- (f) failing to follow safety rules as reasonably required by RECALL or RECALL' customers;
- (g) failing to obtain and keep current insurance as set out in clause 7;
- (h) failing to obtain and keep current any licenses or permits required for the operation of any vehicle:
- (i) refusing any lawful and reasonable direction or request by RECALL in relation to the Services.
- (j) Any breach of Confidentiality (Clause 10) Agreement.

# Unsatisfactory Performance by the Contractor

- 17.2 In the event that RECALL considers that the Contractor is not satisfactorily performing its obligations under this Contract, but it is not conduct which falls within clause 17.1 or 17.3, RECALL shall:
  - (a) Give notice to the Contractor in writing of the matters constituting the unsatisfactory performance;
  - (b) Nominate in the written notice, a period during which the Contractor has an opportunity to improve its performance, which period shall not be less than one month; and
  - (c) Review the further performance of the Contractor at the end of the nominated period with the Contractor.
- 17.3 If at the end of the nominated period RECALL considers that the performance of the Contractor has not improved to a satisfactory level, then RECALL may terminate this Contract by giving one months' written notice to the Contractor or make a payment in lieu of such notice equivalent to the remuneration that would have been generated by the Contractor had the notice been given. Such payment will be calculated by averaging the immediate preceding three months' earnings.

# 18. Disputes Procedure

- 18.1 The parties to this Agreement will operate under this Dispute Settlement Procedure and it is the intention of the parties that the Procedure will be strictly adhered to for any issue, local or national.
- 18.2 In view of the guarantee of service outlined in subclause 3, it is specifically acknowledged by the parties that failure to comply with the Dispute Settlement Procedure will remove from RECALL a considerable benefit of this Agreement.
- 18.3 The Dispute Settlement Procedure shall be:
  - (a) All matters shall be attempted to be resolved within the workplace.
  - (b) The following steps shall be followed until the matter is resolved:
  - (c) Any matter shall first be discussed between the contractor and supervisor.
  - (d) The contractor and their representative shall consult with the Operations Manager on the matter.
- 18.4 If the matter cannot be resolved within the steps identified in subclause 3, discussions involving the contractors' representatives (including Union Organiser), Operations Manager and relevant RECALL officials shall take place. This could include Brambles Employment Services Department.

- 18.5 If the matter still cannot be resolved, it shall be referred by either party to the New South Wales Industrial Relations Commission (IRC) for conciliation and where necessary, arbitration. A decision of the Commission shall be accepted by the parties as final, subject to any legal appeal procedures.
- 18.6 During the processes outlined in this provision there shall be no disruption to RECALL's commercial operations.
- 18.7 Consistent with the intent of the Industrial Relations Act 1996, the contractors engaged by RECALL undertake that during the life of this agreement, industrial action will not be utilised to disrupt the availability of services provided in accordance with the agreement.
- 18.8 No party shall be prejudiced as to final settlement by the continuance of work.
- 18.9 The circumstances that applied immediately prior to the dispute arising shall continue until final resolution of the matter.
- 18.10 The only qualification to the undertaking for continuity of service is the requirement that work be capable of being carried out in a manner consistent with Occupational Health and Safety requirements.

## 19. Notices

(a) Any notice, approval, consent or other communications under this Agreement shall be in writing and shall be delivered personally or given by pre-paid post, telex, facsimile, telegram or cable to a party at the address, facsimile number or telex number of the party (as applicable) as set forth in this Sub-Clause or such other address, facsimile number or telex number as the party may from time to time notify to the other party for the purpose of this Clause.

In the case of RECALL 697 Gardeners Rd; Alexandria NSW 2015

Facsimi le 02 9582 0222

In the case of the Contractor

(b) Proof of posting by pre-paid registered post or of despatch of telex, facsimile, telegram or cable shall be proof of receipt, in the case of a letter, on the third day after posting, in the case of a telex, on the day immediately following receipt by the sender of the answerback of the addressees and, in the case of a telegram, facsimile or cable, on the day of despatch.

It is hereby agreed, that the foregoing establishes an Agreement between RECALL and the Contractor.

SIGNED for and on behalf of BRAMBLES AUSTRALIA LIMITED trading as RECALL TOTAL INFORMATION MANAGEMENT Limited by its authorised representative in the presence of	} } } }	
		Authorised Representative
SIGNED for and on behalf of	}	
THE TRANSPORT WORKERS UNION OF	}	
NEW SOUTH WALES	}	
by its authorised representative	}	
in the presence of	}	
-	ŕ	Authorised Representative

## SCHEDULE A

## RECALL SHALL

- 1. Give one months notice in writing to the Contractor of any change in the vehicle specification necessary to fulfil RECALL's requirements. This period of notice may be varied by express agreement of both parties. For the purposes of this Agreement, vehicle specifications are set out in Appendix 1.
- 2. Provide uniforms to the Contractor. The Contractor will ensure that all vehicle drivers wear the uniform at all times when carrying out work for RECALL. The Contractor shall ensure that the uniform as issued by RECALL is worn only while performing Services for RECALL.
- 3. Pay for all signwriting and identification required by RECALL on the Contractor's vehicle.
- 4. Remove, at RECALL's cost, all RECALL identification from the Contractor's vehicle, as soon as practically possible, at the end of the contract period.
- 5. Supply and maintain Mobile Scanners and operational system equipment that is deemed necessary to meet the current service matrix and Standard Operating Procedures.
- 6. Not accept charges for lunch break periods or periods awaiting IC run preparation.
- 7. Where appropriate, provide a communication system and pay such costs as may be associated with system update or repairs regarded as resulting from normal usage.
- 8. RECALL's obligation to allocate work to the Contractor is subject to availability of suitable work, Client demand and the Contractor accepts that the work and the number of contractors engaged by RECALL is subject to these factors. RECALL will however guarantee that each contractor can invoice a minimum \$200 per working day if the contractors vehicle is available to perform work for RECALL, as allocated by the transportation controller, between the hours of 7:00am and 5:00pm each working day. The allocation of work by RECALL to the Contractor will be made by RECALL in consultation with the Contractor, but ultimately will be at RECALL's absolute discretion.
- 9. Pay all Parking, Bridge & Motorway toll charges incurred by contractor in the course of conducting Recall related business activities.

# **SCHEDULE B**

## THE CONTRACTOR SHALL:

- 1. Undertake to work in the transport (collection and delivery) of records not limited to documents and computer tapes and/or other ancillary duties as allocated by RECALL.
- 2. Actively ensure all drivers adhere to Recall's C.A.R.E principals, encompassing the values while dealing with Recall's Customers.
- 3. Meet the required standards as per perfect order KPI measures as set by local management.
- 4. Agree to not exercising claim for remuneration for any services outside of Perfect Order and / or the agreed KPI.
- 5. Complete daily work sheets showing
  - (a) starting time
  - (b) finishing time
  - (c) services performed with rates as per Schedule C

- (d) have the work sheet checked by a RECALL staff member authorised to give concession on disputed services performed.
- 6. Submit invoices for work performed. The invoice must comply with Tax Invoice layout detailing GST as a separate item.
- 7. Ensure all Recall equipment is in good order, reporting any incident to Recall's Management and accept to be invoiced for any repair, or loss, of this equipment deemed to be damaged, or lost, by willfull neglect.
- 8. Supply all stationery and documentation to run contractors business in the normal manner.
- 9. Not carry children, relations or other passengers in the vehicle during working hours unless otherwise authorised by the Operations Manager.
- 10. Not carry animals or hazardous material in the vehicle at any time.
- 11. Make available vehicles meeting RECALL's specification and a driver fit for full duties and acceptable to RECALL during the accepted spread of hours at those times requested (Refer Vehicle Specifications Appendix 1).
- 12. Ensure that vehicles with RECALL signage will be used for the business of providing services for RECALL alone, during normal working hours.
- 13. Should contractor cease operating of their own accord before the end of the contract period or should RECALL cease the Agreement before the end of the Contract period, remove all signwriting and RECALL identification prior to payment for all outstanding invoices by RECALL.
- 14. Ensure that drivers of vehicles will take a nominated lunch break during each working day and that no charge for lunch breaks will be made against RECALL.
- 15. Allow RECALL to regularly inspect the Contractor's vehicle to determine that the standard of appearance and body fittings meet with the required specification.
- 16. Agree to:

Meet with RECALL representatives regularly as required to discuss service levels of both parties.

Not charge RECALL for time taken to discuss business matters with RECALL.

Not charge RECALL for public holidays, etc. unless so called upon to work on those days.

- 17. Supply the vehicle in the base colour required by RECALL.
- 18. Fully maintain all vehicles supplied by the Contractor and RECALL will not be responsible in any way for any costs incurred in the operation or maintenance of these vehicles.
- 19. Observe all operating procedures including RECALL's Standard Operating Procedures and directives that may be in existence from time to time. Mandatory requirements under this Clause include:

communication with the office on matters of customer service

gaining of client signatures on all service dockets and receipts

scanning of items as per Standard Operating Procedures

20. Acknowledge that any entitlements relating to the Contractors Superannuation, are the sole responsibility of the Contractor and have been factored into the scale of rates as covered in Schedule C.

- 21. Pay the superannuation premiums for all its employees pursuant to the legislative requirements under the Superannuation Guarantee Legislation.
- 22. Comply and bear all fees payable in connection with the requirements of all Acts of parliament of the Commonwealth of Australia and of the State of New South Wales and with the requirements of all ordinances, regulations, by-laws, orders and proclamations made or issued thereunder and with the lawful requirements of public, municipal and other authorities in any way affecting or applicable to the Services.
- 23. At all times, ensure their drivers hold a current driver's licence valid in the State in which the Services are provided and applicable to the type of vehicle used. The Contractor shall also ensure that any driver employed by them to provide any of the services required by RECALL holds such a licence.
- 24. Notify RECALL immediately in the event that the licence of any driver employed by the Contractor to provide services to RECALL is cancelled or suspended for any reason.
- 25. In the event of termination of the Agreement:

Return to RECALL all uniforms & equipment supplied to the Contractor by RECALL.

Immediately Remove all RECALL signage from vehicles.

- 26. Provide evidence of annual Police Clearance and invoice Recall the actual cost incurred to provide this documentation.
- 27. Agree to undertake adhoc medical examination by Recall nominated doctor should Recall reasonably suspect the Contractor may be under the influence of alcohol, drugs or any such substance whilst working for Recall.
- 28. Must supply a mobile phone with message facilities and pay costs of operating phones in the course of conducting Recall related matters. Should call costs, if contacting Recall or its customers, exceed \$20.00 per week, the contractor may ask for reimbursement of call costs by submitting a claim to the RECALL Transport Controller.
- 29. The Contractor shall indemnify RECALL against any claim, demand, loss or damage to any persons or property, caused by any vehicle of the Contractor including when it is on RECALL' premises, but excluding damage resulting from any negligent act of RECALL, its servants and agents.
- 30. Be aware that all drivers and other employees, agents or contractors of the Contractor used by the Contractor to perform the Services shall be under the control of the Contractor at all times and will be the sole responsibility of the Contractor.
- 31. The Contractor shall ensure that any of the drivers or other employees involved in performing the Services to RECALL have the basic skills and training to competently provide the Services. The Contractor shall provide such evidence reasonably required by RECALL to prove and demonstrate the competency of the driver or employee.

# **SCHEDULE C- RATES**

TYPE OF SERVICE		CONT	RACT RATES	
Vehicle Supply Fee (weekly fee )	*1	\$	0.00	
Courier Event - Zone A (One way Event)		\$	9.30	
Courier Event - Zone B (One way Event)		\$	10.70	
Courier Event - Zone C (One way Event)		\$	11.65	
Courier Event - Zone A - Additional Drop		\$	0.00	
Courier Event - Zone B - Additional Drop		\$ \$	0.00	
Courier Event - Zone C - Additional Drop		\$	0.00	
Country Run Rate - Per Run		\$	Negotiated	
Per Item Handling Rate - Carton	*2	\$	0.70	
Per Item Handling Rate - Filefolder	*2	\$ \$	0.20	
Per Bundle Handling Rate - Product Sales		\$	0.70	
Urgent - Zone A (does not include Courier event fee)		\$	15.80	
Urgent - Zone B (does not include Courier event fee)		\$ \$ \$	18.20	
Urgent - Zone C (does not include Courier event fee)		\$	19.75	
Hourly Rate - Per 15 minute increment minimum	*3			
Includes Waiting Time (If signed off by client)		\$	20.00 per hour	
Training, as required, to be able to adequately perform services for RECALL.		\$	20.00 per hour	
Inter Information Centre Event Fee		\$	25.00	
(Flat Rate - No Handling Fee's Apply)				
St George (Kogorah) direct to Northmead				
(Flat Rate - No Handling Fee's Apply)		\$	25.00	
After Hours Call Out Rate - Per Two Way Event		\$	Negotiated	
Saturday Call Out Rate - Per Two Way Event		\$	Negotiated	
Sunday / Public Holiday Call Out rate - Per Two Way Event		\$	Negotiated	

- 1. Vehicle Supply Fee can be charged weekly if the vehicle(s) and driver(s) were available for the entire span of hours for that week (Monday to Friday) and all other vehicle specifications and conditions are met as detailed in this contract.
- 2. Where Standard Operating Procedures allow, handling fee will be measured as the number of items scanned in performing deliveries and collections. In situations where files are not scanned as individual items and are collected or delivered in containers, a Per Item Handling Rate for the number of containers handled will apply.
- 3. Relates to 'genuine' wait time 10 item movements per 15 minutes is considered reasonable time to perform services and this time is accounted for in the Per Item Handling & Event Rates.
- 4. Refer attachment B for Zone allocations.
- 5. One way events (Collections & Deliveries are each charged for).
- 6. Multiple WO's, per collection or delivery, to customers can only be charged once unless agreed to by Recall Management.

7. Futile Delivery / Collection - If Recall can't claim for transport charged due to a Recall error, then a courier event, according to the appropriate zone, can be claimed by the courier if agreed to by the Transport controller, IC Manager, Alexandria or NSW Operations Manager.

## APPENDIX 1

## **VEHICLE SPECIFICATIONS**

# A. SECURITY TRANSPORT VEHICLE - DMS

- 1. At the time of joining the fleet, vehicles should be no more than two years old. Replacement is mandatory when the vehicle is 6 years old unless otherwise approved by Recall management.
- 2. Vehicles may be one of the three (3) following categories unless otherwise approved and / or declined by Recall management:-
  - (a) 1 tonne capacity
  - (b) 2 tonne capacity
  - (c) 3 tonne capacity
    (Vehicles in the one tonne capacity, enclosed body type should be able to carry a minimum of 100 SCE's)

Recall Management reserves the right to specify the vehicle category it considers necessary to fulfil RECALL's requirements.

- 3. Vehicles should be plain painted white and are not to carry any signwriting unless approved by RECALL and will be required to carry RECALL's own signwriting.
- 4. Vehicles must be fitted with air-conditioning.
- 5. A bulk head of approved type must be fitted between cab and load area to protect driver from injury by movement of contents in rear compartment.
- 6. An alarm system of approved type must be fitted covering all doors, windows and load area, preferably triggered by radio key.
- 7. Load area should be fitted with 12mm thick chipboard or similar between metal floor and rubber matting to minimise heat transfer to goods carried.
- 8. A fire extinguisher of approved type and size must be fitted within vehicle.
- 9. Vehicle must be weatherproof at all times.
- 10. First aid kit must be carried in vehicle
- 11. Vehicles are to be kept in good condition, maintenance and repair according to the manufacturer's specification
- 12. Vehicles engaged on RECALL business must be registered and insured at all time
- 13. Vehicles must be kept clean and tidy.
- 14. Keep all vehicle doors locked and windows closed while driver is away from the vehicle.
- 15. Engage the alarm system when the driver is away from the vehicle.

# B. OPERATING STANDARDS - DPS VEHICLES

- 1. Vehicles carrying computer media shall, whilst having such items on board and the outside temperature exceeding 20 degrees Celsius, operate the rear air conditioner whilst the vehicle engine is operating.
- 2. Vehicles must be fitted with front and rear air-conditioning.
- 3. A bulk head of approved type must be fitted between cab and load area.

# Note:

Where existing vehicles do not meet specifications as per A and/or B above, the contractor will be given 6 months to rectify such shortcomings from the signing of this contract. The 6 month period shall apply to the initial 6 month period ONLY.