

# AUTHORITY TO ACT

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## 1. AUTHORITY FOR PURPOSES OF CUSTOMS ACT 1901

In accordance with section 181 of the Customs Act 1901 (Cth) ("**Customs Act**"),  
\_\_\_\_\_ ("**Customer**") hereby authorises **TAYPER ENTERPRISES PTY LTD, ABN 30 007 762 503** ("**Company**"), its nominees and/or subagents as may be appointed from time to time, to act as its Licensed Customs Broker for the purposes of the *Customs Act 1901* (as amended from time to time), and for any purpose as required to meet the treatment standards and requirements of the Department of Agriculture and Water Resources ("**DAWR**") for the importation or exportation of any commodities, at all places in the Commonwealth.

## 2. AUTHORITY FOR GST PURPOSES

In addition to the authorisation pursuant to **clause 1** of this Authority, the Customer further authorises the Company to quote the Customer's Australian Business Number ("**ABN**") as may be required by the Australian Taxation Office and *A New Tax System (Goods and Service Tax) Act 1999* (Cth) ("**GST Act**"), as amended, and any other related legislation in respect of:

- (a) imported goods at the time of making any form of reporting to the Australian Customs and Border Protection Service ("**Customs**"); and
- (b) exported goods at the time of making any form of reporting to Customs.

Customer's ABN is \_\_\_\_\_ and CAC is \_\_\_\_\_  
(Please leave the CAC blank if not applicable)

### (Please tick whichever is applicable)

- The Customer hereby declares that it has been set up with the ATO and does defer GST at the time of importation.
- or**
- The Customer hereby declares that it does not defer GST at the time of importation, and GST at the current rate is to be paid on all our importations at the time of customs entry.

As prescribed in the GST Act, as amended, the Customer hereby acknowledges that in accepting invoices from, and making payments on its behalf to, third parties, in matters connected with the importation and/or exportation of supplies connected with its business, Tayper Enterprises Pty Ltd is acting as principal in the transaction and the Customer will accept its tax invoice and/or adjustment note as specified in subdivision 153B for the purpose of meeting our GST obligations under the said Act.

The Customer hereby acknowledges that it has been provided with a copy of the Standard Terms and Trading Conditions (**Trading Conditions**) of Tayper Enterprises Pty Ltd (and subsidiary and associated companies) and it is aware that in acting in its capacity as our agent the Company is entitled to earn and retain profits and commissions customarily associated with its business.

### 3. DAWR TREATMENT STANDARDS AND REQUIREMENTS

- 3.1 The Customer is aware that DAWR imposes strict quarantine standards on commodities that are imported into Australia and exported from Australia. The monitoring of commodities provided by DAWR is necessary in order to protect Australian and foreign agricultural production, the environment, the consumers and human health.
- 3.2 The Customer acknowledges that in order to meet quarantine standards for import or export clearance, DAWR may require the commodities to undergo certain treatments. These treatments may include heat treatment and the use of chemicals such as methyl bromide and ethylene oxide (“Treatment”). Please refer to **clauses 5.1 and 5.2** for a more detailed explanation of the Treatment.
- 3.3 The Customer acknowledges that the Treatment may cause the commodities to be affected in such a way that the commodities are no longer suitable for their intended end use.
- 3.4 The Customer accepts that the Company will liaise with DAWR to determine whether the commodity is required to undergo Treatment.

### 4. A PRUDENT OWNER

- 4.1 The Customer undertakes to be responsible for its own knowledge regarding the quarantine treatment procedures and processes of DAWR. The Customer acknowledges that the Customer has a duty to understand the risks involved. The Customer must access this information for itself and may do so by requesting information in writing from the Company, an independent fumigator and/or DAWR.
- 4.2 The Customer undertakes to be responsible for written notice to the intended recipient of the product, whether it is a wholesaler, manufacturer or retailer, of the Treatment that will be or was undertaken. The Customer also undertakes to ensure that the notice is signed by the wholesaler, manufacturer or retailer acknowledging they understand the Treatment process to be undertaken or that will be undertaken. A copy of this signed notice must then be forwarded to the Company no later than 30 days after Treatment has taken place.

### 5. INFORMATION AVAILABLE

- 5.1. The DAWR website <http://www.agriculture.gov.au/> provides general information on quarantine treatments and standards.
- 5.2. The contact details for DAWR may be found on its web site <http://www.agriculture.gov.au/>.

### 6. CUSTOMER’S CONSENT

The Customer acknowledges that an investigation may be required into the need for Treatment of a particular commodity. The Customer authorises the Company to conduct an investigation into whether the commodity must receive Treatment. On completion of the Company’s investigations the Company may decide that a particular commodity requires Treatment. The Customer must consent to the Company’s selection of Treatments to be undertaken, in accordance with **clauses 4.1 and 4.2**.

### 7. LIABILITY

- 7.1 The Company will not be liable for any damage to the Customer’s commodity arising from a Treatment undertaken in order to meet DAWR standards and requirements or as a result of the Company’s recommendation to have an investigation carried out.

- 7.2 The Company will not be liable for Treatment of the commodity resulting from an incomplete investigation or recommendation by the Company to DAWR, where the Customer did not provide the Company with sufficient time to properly carry out its investigation with regard to the potential effect of the Treatment on the commodity.
- 7.3 The Company will not be liable for any acts or omissions that cause the Customer to suffer loss or damage, except acts deliberately causing such loss or damage, or acts of gross negligence, performed by the Company, its directors, employees, nominees and/or subagents performed in the investigation and/or provision of its services, but such liability will be reduced to the extent the Customer caused or contributed to such loss or damage.
- 7.4 Without limitation to the indemnity set out in the Trading Conditions of the Company which are annexed to this Authority, the Customer will indemnify the Company in respect of:
- a) any costs incurred in carrying out an investigation or the costs associated with Treatment of the goods, where those costs were incurred on behalf of the Customer;
  - b) any penalties, fines, damages, losses, liabilities, legal costs (calculated on a solicitor client basis) incurred by the Company ("**Cost**") in performing services authorised under this Authority, unless the Cost was a result of the grossly negligent or wilful act or omission of the Company, its offices, employees, agents, nominees or sub-contractors; and
  - c) any claims made by sub-contractors or third parties concerning the provision of the Company's services in investigating and arranging suitable Treatment for the commodity.
- 7.5 The Company's liability for any loss or damage resulting directly or indirectly from any act or omission by the Company, its officers, employees, agents, nominees or subcontractors, in relation to services performed under this Authority is limited to the full extent permitted by law.
- 7.6 The Customer must insure the commodity against any damage to the commodity caused by a Treatment required in order to receive DAWR's clearance for the commodity to be imported or exported before the Company takes possession of it. The relevant insurance policy must cover the full value of the commodity.
- 7.8 This clause 7 is subject to section 183 of the Customs Act but only to the minimum extent legally necessary.

## **8. AUTHORITY FOR ALL OTHER LEGISLATIVE PURPOSES**

Without limiting the generality of the authorisation and appointment pursuant to **clauses 1 and 2** of this Authority, the Customer appoints the Company to act on behalf of the Customer for all purposes contemplated by any Customs Related Law (as that term is defined in the Customs Act) and for any purpose required to assist with import, export or transportation of the goods of the Customer.

## **9. AUTHORITY FOR RELATED PURPOSES**

This Authority extends to authorise the Company to attend to all other actions requested by Customs related to the clearance, carriage and delivery of the goods.

## **10. ACCEPTANCE OF TRADING CONDITIONS**

- 10.1 The Customer agrees that all transactions undertaken by the Company, its nominees and/or its agents on behalf of the Customer are done so subject to the Trading Conditions and receipt of which is hereby acknowledged.
- 10.2 The Customer agrees that it is bound by this Authority and the Trading Conditions.
- 10.3 The Authorised Signatory whose name is set out below warrants and represents that he or she is authorised to enter into this Authority on behalf of the Customer.

**11. INCONSISTENCY**

Where there is an inconsistency between the terms and conditions of the Trading Conditions, any Customer Credit Application, any fee quotation estimate or agreement and the terms and conditions of this Authority, the relevant documents shall be construed in the following order of priority:

- a) the Trading Conditions;
- b) this Authority;
- c) any customer credit application; and
- d) any fee quotation estimate or agreement.

**12. TERM OF AUTHORITY**

The Company and the Customer agree that this Authority will apply from the date of this Authority until cancelled by 7 days' written notice given by one party to the other party.

**13. CONSUMER OR SMALL BUSINESS CONTRACT**

13.1 This clause 13 applies to the extent that this authority or the Trading Conditions constitutes a consumer contract or a small business contract (as those terms are defined in Schedule 2 of the *Competition and Consumer Act 2010* (Cth)).

13.2 The following clauses are to be read down so that they do not apply to acts of the Company that cause loss or damage:

- a) clause 7.3;
- b) clause 7.4(b) and (c); and
- c) clause 7.5,

13.3 No other terms of this Authority, the Trading Conditions, any customer credit application, or any fee, quotation, estimate, or agreement, is affected by this clause 13.

Dated: .....

.....  
Signature of Authorised Signatory

.....  
Full name of Authorised Signatory

.....  
Position within Customer

.....  
Customer name