

# AUTHORITY TO ACT

## 1. AUTHORITY FOR PURPOSES OF CUSTOMS ACT 1901

In accordance with section 181 of the Customs Act 1901 (Cth) ("**Customs Act**"), I/we \_\_\_\_\_ ("**Customer**") hereby authorise **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 \*my / our Customs Broker for the purposes of the Customs Act (as amended from time to time), and for any purpose as required to meet the treatment standards and requirements of the Department of Agriculture ("**Quarantine/AQIS**") 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 our Australian Business Number ("**ABN**") as may be required by the Australian Taxation Office and *A New Tax System (Goods and Service Tax) Act 1999*, 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.

Our ABN is \_\_\_\_\_ and our CAC is \_\_\_\_\_  
(Please leave the CAC blank if not applicable)

**(Please tick whichever is applicable)**

We hereby declare that we do defer GST at the time of importation.

**or**

We hereby declare that we do 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 1999, as amended, we hereby acknowledge that in accepting invoices from, and making payments on our behalf to, third parties, in matters connected with the importation and/or exportation of supplies connected with our business, Tayper Enterprises Pty Ltd are acting as principal in the transaction and we will accept their tax invoice and/or adjustment note as specified in subdivision 153B for the purpose of meeting our GST obligations under the said Act.

We hereby acknowledge that we have been provided with a copy of the Standard Trading conditions of Tayper Enterprises Pty Ltd (and subsidiary and associated companies) and we are aware that in acting in its capacity as our agent Tayper Enterprises Pty Ltd is entitled to earn and retain profits and commissions customarily associated with their business.

### 3. AQIS TREATMENT STANDARDS AND REQUIREMENTS

- 3.1 The Customer is aware that AQIS imposes strict quarantine standards on commodities that are imported into Australia and exported from Australia. The monitoring of commodities provided by AQIS 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, AQIS 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 AQIS to determine whether the commodity is required to undergo Treatment.

### 4. A PRUDENT OWNER

- 4.1 The Customer undertakes to be responsible for their own knowledge regarding the quarantine treatment procedures and processes of AQIS. 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 AQIS.
- 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 AQIS website [www.daff.gov.au](http://www.daff.gov.au) provides general information on quarantine treatments and standards.
- 5.2. The contact details for AQIS may be found on its web site [www.daff.gov.au](http://www.daff.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 does not accept liability for any damage to the Customer's commodity arising from a Treatment undertaken in order to meet AQIS quarantine 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 AQIS, 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 held liable for any acts or omissions that cause the Customer to suffer loss or any acts of negligence performed by the Company, its directors, employees, nominee's and/or subagents performed in the investigation and/or provision of its services.
- 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, regardless of whether the Cost was a result of the 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 of permitted by the law.
- 7.6 The Customer must have or must take out an insurance policy to cover any damage to the commodity caused by a Treatment required in order to receive AQIS's clearance for the commodity to be imported or exported. The insurance policy must cover the full value of the commodity.
- 7.7 There is no need for the Company to suffer or incur any losses, costs, damages, liabilities, judgments, penalties or expenses before requiring payment from the Customer.

## 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 accepts to be bound by this Authority and the Trading Conditions.

10.3 The Authorised Signatory whose name is set out below warrants that it 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 properly notified by either party.

Dated: .....

.....  
Authorised Signatory

.....  
Full name of Authorised Signatory

.....  
Position with Customer

.....  
Customer name