FOLEY LOGISTICS PTY LTD

MASTER CLIENT SERVICES AGREEMENT
CLIENT ONBOARDING, COMMERCIAL TERMS, CREDIT TERMS & RISK ACKNOWLEDGEMENT PACK

Version 1.0
Queensland, Australia

Foley Logistics Pty Ltd
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1. Definitions

1.1 Agreement means this Master Client Services Agreement, the Client Information Schedule, any accepted quotation, any work order, any schedule of rates, Foley Logistics' trading conditions and any written variation or project-specific document accepted by Foley Logistics.

1.2 Client means the person, company, trustee, partnership, government body, entity or other organisation identified in the Client Information Schedule or otherwise requesting services from Foley Logistics.

1.3 Foley Logistics means Foley Logistics Pty Ltd ABN 84 678 819 504 and includes its officers, employees, contractors, drivers, crane operators, subcontractors and agents where the context permits.

1.4 Services means any transport, crane truck, courier, flatbed, taxi truck, prime mover, semi trailer, semi crane, storage, logistics, labour, site logistics, project management or ancillary service supplied by Foley Logistics.

1.5 Site means any collection location, delivery location, depot, warehouse, construction site, residential property, commercial premises, road reserve, council property, public area or other place where the Services are performed.

2. Interpretation

2.1 Headings are for convenience and do not affect interpretation.

2.2 Words in the singular include the plural and the plural include the singular.

2.3 A reference to legislation includes that legislation as amended, replaced or re-enacted.

2.4 The words include, including and for example are not words of limitation.

2.5 Any obligation on the Client includes an obligation to ensure the Client's directors, officers, employees, contractors, agents, customers and site representatives comply with that obligation where relevant.

3. Parties and Capacity

3.1 This Agreement is between Foley Logistics and the Client identified in the Client Information Schedule.

3.2 Where the Client is a trustee, the Client enters this Agreement in its own right and as trustee and warrants it has power under the trust deed to do so.

3.3 Where the Client uses a trading name, the legal entity behind that trading name remains liable for all debts and obligations.

3.4 Where the Client is a group company, affiliate, franchise, branch or related entity, the entity that requests or receives the Services is liable unless Foley Logistics agrees otherwise in writing.

4. Commencement and Acceptance

4.1 This Agreement commences when the Client signs it, accepts a quotation, issues a purchase order, requests Services, books through a portal, accepts a delivery, signs a docket or allows Foley Logistics to commence work.

4.2 The Client may accept this Agreement by conduct. Foley Logistics is not required to obtain a wet-ink signature before the Agreement applies.

4.3 Once accepted, this Agreement applies to all future Services unless Foley Logistics signs a later written agreement expressly replacing it.

4.4 Any Client purchase order terms, portal terms, docket terms, supplier terms or procurement terms are rejected unless accepted in writing by a director of Foley Logistics.

5. Client Information and Onboarding

5.1 The Client must provide complete and accurate onboarding information before credit or ongoing Services are supplied.

5.2 The Client must promptly update Foley Logistics if its legal name, trading name, ABN, address, accounts contact, operations contact, ownership, solvency, insurance, purchase order requirements or payment processes change.

5.3 Foley Logistics may suspend Services until onboarding information is complete, verified and approved.

5.4 Supplying false, incomplete or misleading onboarding information is a material breach of this Agreement.

6. Authority to Instruct

6.1 The Client warrants that each person giving instructions to Foley Logistics is authorised to bind the Client.

6.2 Foley Logistics may rely on instructions from directors, managers, warehouse staff, dispatch staff, purchasing officers, site supervisors, store staff, project managers, reception staff, customers or any person who reasonably appears to have authority.

6.3 Instructions may be given verbally, by phone, SMS, email, purchase order, portal booking, signed docket, site direction, driver instruction or conduct indicating approval.

6.4 The Client is responsible for all charges arising from authorised or apparently authorised instructions.

7. Scope of Services

7.1 Foley Logistics may provide courier services, crane truck hire, front-mount crane truck services, rear-mount crane truck services, taxi trucks, flatbed trucks, prime movers, semi trailers, semi crane trucks, machinery relocations, storage, contract logistics, site logistics, project transport, driver services, labour, traffic coordination and ancillary services.

7.2 Foley Logistics may determine the appropriate vehicle, equipment, driver, operator, subcontractor, route, sequence and method of work.

7.3 Foley Logistics is not obliged to provide any Service that it considers unsafe, unlawful, outside scope, outside insurance coverage, commercially unreasonable or inconsistent with its policies.

7.4 All Services are subject to vehicle availability, operator availability, safety assessment, weather, site conditions and regulatory compliance.

8. Quotations and Rates

8.1 All quotations are based on information supplied by the Client. If that information is inaccurate, incomplete or changes, Foley Logistics may amend the quotation or charge additional amounts.

8.2 Unless expressly stated otherwise, all rates are exclusive of GST and charged depot to depot.

8.3 Rates exclude tolls, fuel levies, permits, pilots, escorts, traffic control, dogmen, riggers, storage, waiting time, after-hours work, weekend work, public holiday work, special equipment and third-party charges unless expressly included.

8.4 Quotations are valid only for the period stated. If no period is stated, Foley Logistics may withdraw or revise a quotation at any time before acceptance.

9. Depot to Depot Charging

9.1 Depot to depot charging means time starts when the vehicle, driver, operator or personnel leave the nominated Foley Logistics depot or prior work location and ends when they return to that depot or are released by Foley Logistics.

9.2 Travel time, mobilisation, demobilisation, equipment preparation, refuelling, cleaning and return travel may be charged as part of the Service.

9.3 If a vehicle is dispatched and the job is cancelled, delayed, inaccessible or unable to proceed for reasons outside Foley Logistics' control, depot to depot charges may still apply.

10. Variations

10.1 A variation occurs if the Client changes the scope, location, timing, access, freight, weight, dimensions, lifting requirements, unloading method, site conditions or other work requirements.

10.2 Foley Logistics may charge for variations approved by verbal instruction, SMS, email, purchase order, signed docket, site direction or conduct.

10.3 Foley Logistics may perform urgent or safety-related variations without prior written approval where reasonably necessary to protect people, property, equipment, compliance or continuity of work.

10.4 The Client must pay all reasonable variation charges.

11. Purchase Orders

11.1 If the Client requires purchase orders, the Client must issue a valid purchase order before work commences.

11.2 Failure to issue a purchase order does not relieve the Client of liability where Services were requested, performed or accepted.

11.3 Foley Logistics is not responsible for the Client's internal purchase order delays, accounts coding errors, portal failures or approval processes.

11.4 The Client must not delay payment because of an internal purchase order failure where Foley Logistics has performed the Services.

12. Payment Terms

12.1 Due date is agreed with each individual client and project circumstances.

12.2 Foley Logistics may approve different trading terms at its discretion and may withdraw or reduce credit at any time.

12.3 Invoices must be paid without set-off, counterclaim, deduction or withholding unless required by law.

12.4 If the Client disputes an invoice, it must notify Foley Logistics in writing within five business days and must pay all undisputed amounts by the due date.

12.5 Overdue accounts may incur interest, debt recovery costs, legal costs and collection fees.

13. Credit Terms and Security

13.1 Foley Logistics may require a credit application, trade references, director identification, financial information, director guarantees, PPSR security or upfront payment before approving credit.

13.2 Credit is a privilege and not a right. Foley Logistics may suspend credit where the Client is overdue, exceeds credit limits, becomes insolvent, provides incomplete information or creates unacceptable commercial risk.

13.3 Foley Logistics may require deposits, progress payments, daily payments, weekly payments or payment before delivery for high-risk, new, residential, project, crane or one-off clients.

14. Taxes and GST

14.1 All amounts are exclusive of GST unless expressly stated otherwise.

14.2 The Client must pay GST in addition to the price where GST applies.

14.3 Foley Logistics will issue tax invoices that comply with applicable GST requirements.

14.4 The Client must not withhold GST, fuel levies, tolls or other applicable charges unless required by law.

15. Cancellations and Standby

15.1 Foley Logistics may charge cancellation fees where work is cancelled after allocation, dispatch, subcontractor booking, traffic control booking, permit application, equipment preparation or scheduling.

15.2 Waiting time applies where vehicles, drivers, operators, labour or subcontractors are delayed by the Client, site conditions, induction delays, loading delays, unloading delays, unavailable goods, unavailable contacts, paperwork delays or traffic control issues.

15.3 Standby time is charged at the applicable hourly rate unless otherwise agreed.

15.4 Cancellation and standby charges are payable even if the substantive work is not completed.

16. Customer Warranties

16.1 The Client warrants that all freight descriptions, weights, dimensions, quantities, values, lifting points, loading methods, site information and delivery instructions are accurate.

16.2 The Client warrants that goods are suitable for transport, packaged appropriately, not leaking, not contaminated and not dangerous unless declared.

16.3 The Client warrants that the Site is safe and suitable for the vehicle and equipment required.

16.4 The Client warrants that it has obtained all necessary consents, permits and approvals unless Foley Logistics has expressly agreed to obtain them.

17. Courier Services

17.1 Courier Services are intended for goods suitable for transport by utility, van or light vehicle.

17.2 The Client must ensure goods are packaged, labelled, stable and safe for transport.

17.3 Foley Logistics may refuse goods that are leaking, unsecured, overweight, contaminated, dangerous, illegal, poorly packaged or unsafe.

17.4 Light hand unloading may be performed only where safe and reasonable. Foley Logistics is not obliged to manually handle unsafe, excessive, awkward or unsuitable items.

18. Flatbed and Taxi Truck Services

18.1 The Client must provide accurate pallet counts, weight, dimensions, loading method, unloading method and site access information.

18.2 Where the Client or its agents load goods, the Client remains responsible for ensuring the goods are suitable, safe, correctly distributed and capable of being restrained.

18.3 Foley Logistics may refuse any load that cannot be legally or safely carried.

18.4 Forklift, crane, loading dock or labour requirements must be disclosed before dispatch.

19. Crane Truck Services

19.1 Crane truck Services involve inherent lifting risk and are subject to final operator assessment on Site.

19.2 The Client must provide accurate weights, dimensions, lift points, radius, set-up area, set-down area, ground conditions, overhead hazards and underground service information.

19.3 Foley Logistics may require a larger truck, additional equipment, dogman, rigger, traffic control, site inspection, mobile crane, Franna crane or engineering advice.

19.4 The operator may refuse, defer or change any lift considered unsafe. Attendance and reasonable charges remain payable.

20. Semi Trailer and Heavy Vehicle Services

20.1 Heavy vehicle Services require accurate mass, dimension, route, access, timing and loading information.

20.2 The Client must not request Foley Logistics to operate overweight, over-dimension, outside approved routes, without permits or in breach of fatigue, speed or safety laws.

20.3 Additional charges apply for permits, pilots, escorts, bridge assessments, route surveys, weighbridge attendance, detours, detention and special equipment.

21. Storage and Holding

21.1 Storage is supplied only where expressly agreed.

21.2 Goods in storage remain at the Client's risk except to the extent loss is caused by Foley Logistics' proven negligence.

21.3 Storage charges do not include packing, unpacking, inspection, fumigation, inventory management, insurance, stocktaking or special handling unless agreed.

21.4 Foley Logistics may refuse release of goods if amounts are overdue or authority to collect is not verified.

22. Subcontractors

22.1 Foley Logistics may subcontract any part of the Services to approved subcontractors, drivers, crane companies, traffic control providers, mechanics, storage providers, pilots, escorts or other suppliers.

22.2 The Client must not directly engage, bypass or solicit any subcontractor introduced through Foley Logistics without written approval.

22.3 Subcontracted Services remain chargeable by Foley Logistics as part of the overall Services.

23. Site Access

23.1 The Client is responsible for ensuring safe, lawful and suitable access for the vehicle and equipment.

23.2 The Client must disclose narrow roads, low bridges, weight restrictions, steep gradients, soft ground, sharp turns, low trees, gate restrictions, security requirements, inductions and any physical obstruction.

23.3 If the Client directs Foley Logistics onto grass, gravel, pavers, concrete, driveways, lawns, kerbs, residential property, construction pads or unfinished surfaces, the Client accepts the associated risk unless Foley Logistics is solely negligent.

24. Property Damage Risk

24.1 The Client acknowledges that heavy vehicles and crane trucks may cause tyre marks, rutting, cracking, indentation, kerb damage, paver movement, lawn damage, irrigation damage, driveway damage or ground disturbance where surfaces are not suitable.

24.2 Foley Logistics is not liable for property damage arising from unsuitable access, undisclosed hazards, concealed services, defective surfaces, inadequate ground bearing capacity or directions given by the Client.

24.3 The Client indemnifies Foley Logistics against claims from owners, tenants, neighbours, body corporates or third parties arising from access requested or approved by the Client.

25. Underground Services

25.1 The Client must identify, mark and protect all underground services before Services commence.

25.2 Underground services include water, sewer, stormwater, gas, power, communications, irrigation, septic systems, pits, conduits, drains, culverts and underground tanks.

25.3 Foley Logistics is not liable for damage to underground services that were not accurately disclosed, marked and protected.

25.4 The Client indemnifies Foley Logistics for repair costs, claims, delays, fines and third-party losses arising from undisclosed underground services.

26. Overhead Powerlines and Obstructions

26.1 The Client must disclose all overhead powerlines, service lines, trees, awnings, rooflines, signage, gantries, building projections and other overhead hazards.

26.2 Foley Logistics may refuse work if exclusion zones cannot be maintained or if power isolation, spotters or traffic control are not available.

26.3 The Client is responsible for arranging power isolation, authority approvals and site controls unless Foley Logistics agrees otherwise in writing.

27. Ground Conditions and Crane Set-Up

27.1 The Client warrants that ground conditions are stable and capable of supporting crane outriggers, truck weight, stabilisers, pads and all loads imposed by the Services.

27.2 Foley Logistics may require crane pads, bog mats, engineered ground assessment, site inspection or alternative equipment.

27.3 Wet weather, slopes, fill, trenches, soft ground, recently excavated areas and concealed voids must be disclosed.

27.4 If conditions are unsafe, the operator may refuse to set up and the Client remains liable for attendance charges.

28. Lifting Points and Load Integrity

28.1 The Client warrants that lifting points, lifting eyes, container points, brackets, frames, pallets, packaging and attachment points are suitable, engineered, certified and adequate.

28.2 Foley Logistics may rely on stated weights, plates, labels, manufacturer information and Client representations without admitting accuracy.

28.3 The Client is responsible for incorrect weight, hidden contents, unstable loads, defective lift points, poor packaging, incorrect centre of gravity and goods not designed to be lifted.

29. Weather and Environmental Conditions

29.1 Foley Logistics may delay, suspend or refuse Services due to rain, wind, lightning, flooding, heat, poor visibility, road conditions, unstable ground, traffic conditions or public safety concerns.

29.2 Weather-related delay does not entitle the Client to damages, set-off or non-payment.

29.3 Attendance, waiting time and reasonable costs remain payable where work cannot proceed due to weather or environmental conditions outside Foley Logistics' control.

30. Traffic Management

30.1 The Client is responsible for ensuring safe vehicle movement, pedestrian exclusion, site access and public safety unless Foley Logistics has expressly agreed to provide traffic management.

30.2 Where traffic control is required, Foley Logistics may refuse to proceed until qualified traffic control is in place.

30.3 Traffic control charges, permits, road occupancy fees and associated delays are chargeable to the Client.

31. Chain of Responsibility

31.1 The Client acknowledges it may be a party in the Chain of Responsibility under the Heavy Vehicle National Law.

31.2 The Client must not cause, request, pressure or encourage Foley Logistics or any driver to breach mass, dimension, loading, fatigue, speed, maintenance or safety requirements.

31.3 The Client must provide accurate mass, dimension and loading information and cooperate with lawful load restraint and scheduling requirements.

31.4 The Client indemnifies Foley Logistics against losses arising from inaccurate information or unsafe Client instructions.

32. Work Health and Safety

32.1 Each party must comply with applicable WHS laws, regulations and codes of practice.

32.2 The Client must provide a safe Site, induction, hazard information, emergency procedures, competent supervision, amenities and any permits required.

32.3 Foley Logistics personnel may stop work where they identify an unacceptable safety risk.

32.4 The Client must promptly notify Foley Logistics of incidents, injuries, near misses, hazards or regulatory attendance connected with the Services.

33. Dangerous Goods

33.1 The Client must not tender dangerous goods, hazardous substances, contaminated goods, leaking goods, flammable goods, corrosive goods or regulated goods without prior written disclosure and Foley Logistics' written acceptance.

33.2 The Client must provide safety data sheets, UN numbers, classes, packing groups, quantities, emergency information and lawful packaging.

33.3 Foley Logistics may refuse dangerous goods at its discretion.

33.4 The Client indemnifies Foley Logistics against loss, damage, fines, clean-up costs, injury, contamination and claims arising from undeclared or incorrectly declared dangerous goods.

34. Permits and Approvals

34.1 Unless expressly included in a quotation, the Client is responsible for obtaining all permits, approvals, road occupancy approvals, council approvals, body corporate approvals, neighbouring property approvals and traffic management approvals.

34.2 Foley Logistics may assist with permits as a chargeable service but is not responsible for approval delays or refusal by authorities.

34.3 The Client must not require Foley Logistics to operate without required approvals.

35. Stop Work Authority

35.1 Every Foley Logistics driver, crane operator, supervisor and manager has authority to stop, refuse, delay, alter or suspend work where safety, compliance, access, site conditions or equipment limitations require it.

35.2 The Client must not penalise, intimidate, pressure or threaten any Foley Logistics worker for exercising stop work authority.

35.3 Time incurred due to reasonable safety assessment remains chargeable unless caused solely by Foley Logistics' proven negligence.

36. Digital Records and Evidence

36.1 The Client agrees that GPS records, telematics, driver run sheets, pre-start records, photographs, SMS, email, electronic proof of delivery, portal records, dashcam footage, CCTV and signed dockets may be used as evidence.

36.2 Digital records may evidence attendance, time on site, delivery, completion, delay, site conditions, instructions, damage and customer acceptance.

36.3 Foley Logistics is not required to retain all records indefinitely unless required by law or agreed in writing.

37. Electronic Communications

37.1 The Client consents to receiving quotations, invoices, statements, booking confirmations, dockets, notices and legal communications electronically.

37.2 Emails and SMS messages sent to the Client's nominated contacts are deemed received unless delivery failure is notified.

37.3 Electronic approvals, electronic signatures and scanned signatures may be relied upon by Foley Logistics.

38. Confidentiality

38.1 Confidential Information includes rates, margins, quotations, customer lists, subcontractor details, employee details, operational methods, documents, policies, procedures, photos, videos, GPS data and non-public business information.

38.2 The Client must not use Confidential Information except for receiving Services from Foley Logistics.

38.3 The Client must not disclose Confidential Information without written consent except where required by law.

38.4 Confidentiality obligations survive termination.

39. Privacy and Personal Information

39.1 Foley Logistics may collect personal information including names, phone numbers, emails, signatures, delivery photos, GPS records, CCTV footage, dashcam footage and site records for operational, safety, accounting and compliance purposes.

39.2 The Client consents to Foley Logistics using electronic systems, customer portals, GPS tracking, driver applications, dashcams, CCTV and cloud storage.

39.3 The Client must ensure it has obtained any consents required from its personnel, customers and site representatives.

40. Non-Solicitation and Non-Circumvention

40.1 During the Agreement and for 24 months after the last Service date, the Client must not directly or indirectly solicit, employ, engage, contract with or attempt to engage any Foley Logistics employee, contractor, subcontractor, driver, crane operator, traffic control provider, supplier or consultant introduced or used by Foley Logistics.

40.2 The Client must not bypass Foley Logistics to procure similar services from a person or entity introduced through Foley Logistics.

40.3 Foley Logistics may claim damages, injunctive relief, account of profits and reasonable introduction or recruitment fees for breach.

40.4 The parties agree this restraint is reasonable to protect Foley Logistics' workforce, subcontractor network, customer relationships and commercial goodwill.

41. Brand, Media and Publicity

41.1 The Client must not use Foley Logistics' name, logo, photos, videos, vehicles, staff images or brand assets without written approval.

41.2 Foley Logistics may use general photographs of its vehicles and operations for internal training, proof of delivery, safety, compliance and marketing provided confidential Client information is not unreasonably disclosed.

41.3 The Client must notify Foley Logistics in writing before work commences if photography restrictions apply.

42. Insurance

42.1 The Client is responsible for insuring its goods, property, works, premises, consequential exposures and any other risk not expressly insured by Foley Logistics.

42.2 Foley Logistics does not insure the Client's goods unless expressly agreed in writing.

42.3 The Client must maintain public liability, property, contract works and other insurance appropriate to the work.

42.4 Foley Logistics may request evidence of insurance for high-risk work, construction sites, government sites, storage, project work or crane lifts.

43. Limitation of Liability

43.1 To the maximum extent permitted by law, Foley Logistics is not liable for indirect, consequential, special or economic loss, loss of profit, loss of opportunity, liquidated damages, delay damages, loss of production, loss of use or business interruption.

43.2 To the maximum extent permitted by law, Foley Logistics' liability is limited to resupplying the Services or paying the cost of resupplying the Services.

43.3 Nothing in this Agreement excludes liability that cannot be excluded by law.

43.4 The Client acknowledges that rates are priced on the basis of the risk allocation in this Agreement.

44. Client Indemnity

44.1 The Client indemnifies Foley Logistics and its directors, employees, contractors, subcontractors and agents against losses, claims, damages, penalties, fines, liabilities, costs and expenses arising from Client breach, inaccurate information, unsafe Sites, undisclosed hazards, defective lifting points, dangerous goods, Chain of Responsibility breach, WHS breach, site directions, third-party claims or Client negligence.

44.2 The indemnity is reduced to the extent loss is directly caused by Foley Logistics' proven negligence or wilful misconduct.

44.3 The indemnity survives termination.

45. Claims Process

45.1 Any claim must be notified to Foley Logistics in writing as soon as practicable and within 48 hours of the event or delivery.

45.2 The Client must preserve goods, site conditions, photographs, CCTV, documents and evidence relevant to the claim.

45.3 Foley Logistics must be given a reasonable opportunity to inspect alleged damage, goods, site conditions and evidence.

45.4 Failure to notify promptly may prejudice the claim to the extent Foley Logistics cannot investigate or mitigate loss.

46. Lien and Security Interest

46.1 Subject to legal review, Foley Logistics may claim a lien over goods in its possession for unpaid charges.

46.2 The Client grants Foley Logistics a security interest in goods and proceeds to secure amounts owed, to the extent permitted by law.

46.3 Foley Logistics should obtain legal advice before registering any security interest on the PPSR or enforcing any lien.

47. Default and Suspension

47.1 The Client is in default if it fails to pay, breaches this Agreement, becomes insolvent, provides false information, creates unacceptable safety risk, exceeds credit limits or breaches confidentiality or non-solicitation obligations.

47.2 Foley Logistics may suspend Services immediately on default without liability.

47.3 All outstanding amounts become immediately due and payable on default.

48. Termination

48.1 Foley Logistics may terminate this Agreement for material breach, non-payment, insolvency, safety risk, reputational risk, unlawful instructions or repeated operational issues.

48.2 Termination does not affect accrued rights, payment obligations, confidentiality, non-solicitation, indemnities or limitation of liability.

48.3 The Client must pay all amounts owing up to termination, including work in progress, cancellation charges and demobilisation costs.

49. Force Majeure

49.1 Foley Logistics is not liable for delay or failure caused by events beyond its reasonable control including weather, flood, fire, accident, breakdown, road closure, traffic event, industrial action, pandemic, government restriction, fuel shortage, cyber incident, supplier failure or subcontractor failure.

49.2 Foley Logistics will use reasonable endeavours to mitigate the effect of a force majeure event but is not required to incur unreasonable cost.

50. Dispute Resolution

50.1 A party must not commence legal proceedings unless it has first given written notice of the dispute and allowed senior representatives to meet within 10 business days.

50.2 If unresolved, either party may refer the dispute to mediation in Queensland.

50.3 Nothing prevents urgent injunctive relief, debt recovery for undisputed amounts or protection of confidential information.

51. Governing Law

51.1 This Agreement is governed by the laws of Queensland.

51.2 The parties submit to the non-exclusive jurisdiction of the courts of Queensland and any courts entitled to hear appeals from those courts.

52. General Provisions

52.1 This Agreement may be signed electronically and in counterparts.

52.2 Failure to enforce a right is not a waiver.

52.3 If any clause is invalid, it is severed to the minimum extent necessary and the remainder continues.

52.4 Foley Logistics may assign or novate this Agreement as part of a restructure, sale, financing arrangement or operational change.

52.5 This Agreement constitutes the entire agreement between the parties regarding the Services.

Part 14 - Schedules, Forms and Declarations

The following schedules are intended to be completed during onboarding or before particular work. Foley Logistics may require some or all schedules depending on the Client, risk profile, credit terms and Services requested.

Schedule 1 - Client Information Form

Field	Client Response / Details
Legal entity name	

Field	Client Response / Details
Trading name	
ABN	
ACN	
Registered office	
Principal place of business	
Postal address	
Primary contact	
Operations contact	
Accounts contact	
Accounts email	
Purchase order required?	
Purchase order process	
Emergency contact	
After-hours contact	
Preferred communication method	
Services required	
Estimated monthly spend	
Requested credit terms	
Authorised representative	
Signature	
Date	

Schedule 2 - Credit Application

Field	Client Response / Details
Legal entity	
ABN	
Years trading	
Requested credit limit	

Field	Client Response / Details
Requested payment terms	
Bank reference	
Trade reference 1	
Trade reference 2	
Trade reference 3	
Director 1	
Director 2	
Accounts payable contact	
Invoice email	
Statement email	
Authorised signature	
Date	

Schedule 3 - Site Access Declaration

Field	Client Response / Details
Site address	
Site contact	
Vehicle access suitable?	
Maximum vehicle size permitted	
Driveway / access surface	
Ground conditions	
Known slopes / steep access	
Soft ground or wet areas	
Overhead powerlines	
Underground services marked	
Traffic management required	
Neighbour property access required	
Council / body corporate approval required	

Field	Client Response / Details
Customer declaration	
Signature	
Date	

Schedule 4 - Crane Lift Risk Acknowledgement

Field	Client Response / Details
Item to be lifted	
Weight	
Dimensions	
Centre of gravity known?	
Lifting points certified?	
Lift radius estimate	
Crane set-up location	
Set-down location	
Ground support required?	
Powerline isolation required?	
Dogman / rigger required?	
Traffic control required?	
Photos supplied?	
Site inspection required?	
Customer accepts lift risk	
Signature	
Date	

Schedule 5 - Underground Services Declaration

Field	Client Response / Details
Site address	
Water services marked?	

Field	Client Response / Details
Sewer services marked?	
Stormwater marked?	
Gas services marked?	
Electrical services marked?	
Communications marked?	
Irrigation marked?	
Septic / tanks marked?	
Plans supplied?	
Dial-before-you-dig / BYDA completed?	
Customer declaration	
Signature	
Date	

Schedule 6 - Dangerous Goods Declaration

Field	Client Response / Details
Goods description	
Dangerous goods?	
UN number	
Class	
Packing group	
Quantity	
SDS supplied?	
Packaging compliant?	
Emergency contact	
Special handling requirements	
Declaration	
Signature	
Date	

Schedule 7 - Authority to Commence Works

Field	Client Response / Details
Client name	
Project / job name	
Quote reference	
Purchase order	
Approved scope	
Approved rate	
Approved start date	
Site contact	
Accounts contact	
Authorised representative	
Signature	
Date	

Schedule 8 - Emergency Contacts and Communication Protocol

Field	Client Response / Details
Primary client contact	
After-hours contact	
Site supervisor	
Accounts escalation	
Safety contact	
Foley Logistics contact	
Preferred communication method	
Urgent escalation process	
Emergency services access notes	
Site induction notes	

Schedule 9 - Accepted Schedule of Rates

Field	Client Response / Details
Rate card version	
Client accepted rate schedule	
Depot to depot charging acknowledged	
GST acknowledged	
Tolls acknowledged	
Waiting time acknowledged	
Cancellation charges acknowledged	
After-hours surcharge acknowledged	
Fuel levy acknowledged	
Authorised representative	
Signature	
Date	

Schedule 10 - Privacy, Confidentiality and Non-Solicitation Acknowledgement

Field	Client Response / Details
Client acknowledges confidentiality obligations	
Client acknowledges privacy/data obligations	
Client acknowledges 24-month non-solicitation clause	
Client acknowledges no direct engagement of introduced subcontractors	
Client representative	
Signature	
Date	

Schedule 11 - Operational Booking Checklist

☐ Collection address confirmed

☐ Delivery address confirmed

☐ Site contacts confirmed

☐ Access restrictions checked

☐ Load dimensions confirmed

☐ Load weight confirmed

☐ Photos requested

☐ Forklift availability confirmed

☐ Crane lift radius estimated

☐ Ground conditions considered

☐ Powerlines considered

☐ Underground services considered

☐ Traffic control considered

☐ Permit requirements considered

☐ Customer advised of depot-to-depot charging

☐ Customer advised of GST and tolls

☐ Customer advised of cancellation/waiting time

☐ Correct truck allocated

☐ Driver briefed

☐ Job entered into dispatch system

Schedule 12 - Customer Acknowledgement Before Residential Crane Work

☐ I acknowledge that heavy vehicle access may damage unsuitable driveways, lawns, pavers, kerbs, irrigation, septic systems, drains or underground services.

☐ I acknowledge that Foley Logistics may refuse to enter any area considered unsafe or unsuitable.

☐ I confirm that I have disclosed overhead powerlines and underground services.

☐ I confirm that I have authority from the property owner, body corporate, tenant, neighbour or any other affected party required for access.

☐ I acknowledge that if I direct the vehicle onto a surface not designed for heavy vehicles, I accept the associated risk unless damage is caused solely by Foley Logistics negligence.

Execution Page

This execution page is intended for review by Foley Logistics legal counsel before use. Electronic signatures, scanned signatures and counterpart execution may be accepted where permitted by law and Foley Logistics policy.