**Customs Clearance / GST Principal and Agent Agreement**

This agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_ , in the year of \_\_\_\_ , by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ , and its subsidiaries and divisions, details of which are following (hereinafter “Client”),and Fleetland Logistics Pty Ltd ABN: 14 168 428 895 and its subsidiaries and affiliates (hereinafter “FLE”).

|  |  |  |  |
| --- | --- | --- | --- |
| IMPORTER |  | ABN |  |
| OWNER |  | ABN |  |
| Address |  |
| Phone |  | Facsimile |  |
| Email |  | Website |  |

1. **Customs Clearance Authority (Australian Customs Act 1901, sections 181 & 182 respectively).**

We hereby appoint and authorise Fleetland Logistics Pty Ltd, nominated Customs Broker Shield Customs and Transport Licence No. 03844S, which shall include any officer, director or employee of such company, to act as our customs clearance agent in respect to our consignments arriving at any air or sea port in Australia (individually “a Port”) and for that purpose, to make such statements or declarations (whether in our name or not) and to incur such disbursements, costs, expenses and charges and to do all such other things as Fleetland Logistics considers necessary.

We shall

* Advise FLE\* promptly upon arrival at a Port of each consignment and at the same time inform FLE Freight Services of the content and relevant details of such consignment
* Provide FLE\* with all documents reasonably required for the purpose of clearing consignments
* Provide FLE\* with all necessary information for the purpose of making any declaration or statement required for clearance of each consignment from a Port
* Pay to FLE\* on request all monies required to pay any duties, charges or other disbursements paid or payable by FLE\* on our behalf
* Provide FLE\* with any other information that we know, or ought reasonably to know, would be required by FLE\* for the purpose of the clearance of any consignment

We agree to indemnify and keep FLE\* fully indemnified from and against any claims, actions, demands, suits, proceedings, penalties, judgements, expenses, costs (including legal costs), damages (including negligence awards) and liabilities whatsoever which FLE\* may suffer or incur as a consequence of or in connection with FLE\* acting as our customs clearance agent. (excluding physical freight damages subject to standard insurance, claim proceedings & FLE\* limited liabilities exclusions).

We acknowledge that this authority is in addition to and not in derogation from FLE\* Standard Trading Conditions of Contract.

This authority supersedes any previous authorities and shall remain in full force and effect until we and FLE\* agree in writing to terminate the same. Any such termination shall not effect FLE\*’ rights to claim again the indemnity set out above.

1. **Agreement Pursuant to Subdivision 153-50 of a new tax system (Goods & Services Tax) Act 1999 as amended (“the act”)**

WHEREAS s.153-50 of the Act allows for arrangements under which Agents are treated as suppliers or acquirers.

**IT IS HEREBY AGREED as follows**

1. **The Agent will, on the Principal’s behalf**
2. Make supplies to third parties; or
3. Make acquisitions from third parties; or
4. Make both supplies to third parties and acquisitions from third parties of the kinds of supplies and acquisitions which are set out in the Customs Clearance Authority above
5. **The parties acknowledge that solely for the purposes of the GST law as defined in the Act**
6. The agent will be treated as a principal in making such supplies or acquisitions to or from third parties; and
7. That the Principal will be treated as making corresponding supplies or acquisitions to or from the agent
8. **In the case of supplies described in the Customs Clearance Authority and made by the Agent on the Principal’s behalf to third parties, the Agent will issue all tax invoices and adjustment notes to the third parties in the Agent’s name and the Principal will not issue any such documents to the third parties.**
9. **The above arrangements cease to have effect if either party ceases to be registered for the GST.**
10. **Except as varied in order to give effect to the Agent, the arrangements between the parties as existing prior to this agreement in respect of the making of any of the supplies or acquisitions described in the Customs Clearance Authority shall continue to apply.**
11. **Please indicate if your company is currently operating on GST deferral with Australian Customs: YES / NO**

Signed for and behalf of:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Witnessed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\* Optional signed acceptance by FLE

**FLEETLAND LOGISTICS PTY LTD**

Signed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name \_\_MARLBO\_HONG\_\_\_\_\_\_\_\_\_\_\_\_\_

Title \_\_DIRECTOR\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Witnessed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**\* NON REGISTERED AUSTRALIAN BUSINESSES OR PRIVATE INDIVIDUAL IMPORTERS ARE REQUESTED TO PROVIDE A COPY OF A CURRENT DRIVERS LICENSE, PASSPORT OR SIMILAR DOCUMENT OF IDENTIFICATION WITH THIS DOCUMENT IF ACCEPTABLE.**