

DEED OF AGREEMENT

Between

STATE OF QUEENSLAND

(acting through the Department of Transport and Main Roads)

and

THE CUSTOMER

(insert Customer name here)

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DEED OF AGREEMENT

(Vehicle Registration Scheme – Easy Pay Option)

BETWEEN: THE STATE OF QUEENSLAND acting through the Department of Transport and Main Roads (Customer Services Branch)
("the State")

AND: THE PERSON NAMED AT ITEM 1 OF SCHEDULE 3
("the Customer")

BACKGROUND:

- A. The State maintains the Transport Registration And Integrated Licencing System (TRAILS) database which includes a register of registered vehicles under the *Transport Operations (Road Use Management) Act 1995*.
- B. The State requires vehicles to be registered on the TRAILS database. Registration of vehicles is subject to legislation, policy and guidelines administered and issued from time to time by the State.
- C. The State has introduced the Vehicles Registration Scheme that allows vehicle registration transactions to be conducted by customers of the Scheme under one of three service options, being Easy Pay, Easy Plates or Easy Business.
- D. The State and the Customer have agreed to record the terms of their agreement concerning the Customer's participation in the Vehicle Registration Scheme.

AGREED TERMS

1. Interpretation

- 1.1 In this Agreement unless the context otherwise requires or the contrary intention appears, the following terms shall have the meanings assigned to them -

"Agreement" means this document and any schedule or attachment to it.

"Commencement Date" means the date this Agreement is signed by the State.

"Database" means an organised collection of machine readable data that is electronically stored in computer searchable form.

"Easy Pay Customer" means a person authorised by the State to undertake vehicle registration transactions under the Vehicle Registration Scheme including a person required to hold a current Motor Dealer's Licence under the *Property Agents and Motor Dealers Act 2000*.

"Expiry Date" means the date that is 5 years after the Commencement Date.

“Force Majeure” means any act beyond the reasonable control of either party and includes acts of God, strikes, lockouts, stoppages or restraints of labour or other industrial disturbances; war, acts of public enemies, riot or civil commotion or sabotage; fire, explosion, earthquake, landslide, flood, washout, lightning, storm or tempest, restraints, embargoes or other unforeseeable actions of any Australian government.

“Parties” means the State and the Customer.

“Personal Information” means information or an opinion (including information or an opinion forming part of a database), whether true or not and whether recorded in a material form or not, about an individual whose identity is apparent or can reasonably be ascertained, from the information or opinion.

“State’s System” means the operating and applications systems and databases in the form of computerised information retrieval system that is maintained by the State.

“Unexpected Event” means any event that may cause the State to vary the Vehicle Registration Scheme.

“Vehicle” means any type of transport that moves on wheels and a hovercraft (excluding a train or tram), as approved from time to time by the State.

“Vehicle Registration Scheme” or **“VRS”** means the arrangements for vehicle registration described in **Schedule 1**.

1.2 In this Agreement:

- (a) any agreement on the part of two or more persons will be deemed to bind them jointly and severally;
- (b) a reference to a person includes a reference to corporations and other entities recognised by law;
- (c) the singular includes the plural and vice versa;
- (d) words importing one gender include a reference to all other genders.

1.3 In the case of any inconsistency between a schedule and a clause in this document, the provisions of the clause will prevail to the extent of any inconsistency.

1.4 A reference to a statute, regulation, ordinance or by-law extends to all statutes, regulations, ordinances or by-laws amending, consolidating or replacing it.

1.5 A reference to a government department or entity or other authority, association and body, whether statutory or otherwise, will be deemed to refer to a department, entity, authority, association or body established or constituted as the successor, or as nearly as may be, to the powers or functions of the body.

- 1.6 Where under or pursuant to this Agreement the day on or by which any act, matter or thing is to be done is a Saturday, Sunday or Public Holiday in Queensland, such an act, matter or thing may be done on the next proceeding business day in Queensland.
- 1.7 Where a word or phrase is given a particular meaning in this Agreement, other parts of speech and grammatical form of that word or phrase have a corresponding meaning.
- 1.8 A reference to a clause, schedule or attachment is a reference to a clause, schedule or attachment to this Agreement and includes any amendment to same made in accordance with this Agreement.

2. Term of Agreement

This Agreement will commence on the Commencement Date and unless previously terminated pursuant to this Agreement will cease on the Expiry Date.

3. Obligations of the Customer

3.1 The Customer must:

- (a) comply with the requirements of the VRS described in **Schedule 1**;
- (b) perform the obligations described in **Schedule 2**;
- (c) have sufficient personnel receive instruction or training from the State to a standard acceptable by the State to enable the Customer's proper and effective use of products and services provided by the State; and
- (d) comply with the procedures and guidelines issued by the State from time to time regarding the VRS.

4. Obligations of the State

4.1 Provided the Customer complies with the terms of this Agreement, the State will allow the Customer to participate in the VRS and conduct the authorised customer vehicle registration transactions described in Part B of **Schedule 1**.

5. Accuracy

5.1 The State does not warrant that any database used in the vehicle registration process is free of inaccuracies, defects or errors.

6. Confidentiality

6.1 The Customer must not, and must ensure that its officers, employees, agents and sub-contractors do not, use or disclose any Confidential Information without the State's consent, other than for the purposes of performing this Agreement.

6.2 The Customer may disclose Confidential Information to its officers, employees, agents and sub-contractors to the extent necessary for the performance of this Agreement, provided that the Customer makes such persons aware that the information is confidential and must be kept confidential.

- 6.3 The obligations under this **clause 6** do not apply to the extent that:
- (a) any information is publicly available (other than as a result of the Customer's breach of this Agreement);
 - (b) any information is lawfully provided to the Customer by a third party;
 - (c) the Customer is required by law to disclose the information; or
 - (d) the Customer is required by this Agreement to disclose the information to a third party.
- 6.4 During the term of this Agreement, the Customer must keep all Confidential Information in a secure location so that no unauthorised person is able to gain access to it.
- 6.5 Upon receipt of a written request by the State, either during the term of this Agreement or upon termination or expiration of this Agreement, the Customer must deliver to the State or destroy all Confidential Information in the Customer's power, possession or control.

7. Privacy and Personal Information

- 7.1 If the Customer collects or has access to Personal Information in order to perform its obligations under this Agreement, the Customer must:
- (a) comply with Parts 1 and 3 of the *Information Privacy Act 2009 (Qld.)* as if the Customer was the State;
 - (b) not use Personal Information other than for the purposes of its obligations under this Agreement, unless required or authorised by law;
 - (c) not disclose Personal Information without the prior written consent of the State, unless required or authorised by law;
 - (d) not transfer Personal Information outside Australia without the prior written consent of the State;
 - (e) ensure that access to Personal Information is restricted to those of the employees and officers who require access in order to perform their duties under this Agreement;
 - (f) ensure that its employees and officers do not access, use or disclose Personal Information other than in the performance of their duties;
 - (g) ensure that its sub-contractors who have access to Personal Information comply with obligations the same as those imposed on the Customer under this clause;
 - (h) fully cooperate with the State to enable the State to respond to applications for access to, or amendment of a document containing an Individual's Personal Information and to privacy complaints; and
 - (i) comply with such other privacy and security measure as the State reasonably advises the Customer in writing from time to time.

7.2 The Customer must immediately notify the State upon becoming aware of any breach of this **clause 7**.

7.3 Both parties will keep the terms and schedules of an executed Agreement private and confidential, unless compelled to divulge the information by law or by any competent authority, court or tribunal.

8. Relationship of the Parties

8.1 Nothing in this Agreement creates a relationship of agency or partnership between the State and the Customer.

8.2 The Customer or any person associated with the Customer must not use the Department of Transport and Main Roads' name or logo as part of its business name, Customer name, domain name or trade mark.

8.3 The Customer must not, and must ensure that persons associated with Customer do not, in any way hold itself out as:-

(a) being in partnership with the State;

(b) an agent of the State;

(c) being part of the Department of Transport and Main Roads or any other Queensland government body; or

(d) having the approval of the Department of Transport and Main Roads, otherwise than in accordance with this Agreement.

8.4 The Customer must not make any misrepresentations concerning the nature of the Services or any misrepresentations about the nature of the services provided by the State under this Agreement.

9. Liability

9.1 To the extent permitted by law and except as expressly provided to the contrary in this Agreement:

(a) all terms, warranties, undertakings, inducements or representations whether expressed and implied, statutory or otherwise relating in any way to the State's System are excluded;

(b) the State is under no liability for any negligence, claim, loss or damage (including consequential or indirect loss or lost time, profits, savings, contracts, revenue, interest or goodwill) however caused that may be suffered or incurred or that may arise directly or indirectly out of an act or omission on its part.

10. Indemnity and Release

10.1 The Customer indemnifies and releases the State from and against any loss, damage or expense (including legal costs) incurred by the State arising from any claim, action, demand or proceeding that may be made or brought by any person in connection with:

- (a) a breach of this Agreement by the Customer;
- (b) the Customer's participation in the VRS; and
- (c) the negligent or wilful act or omission of the Customer.

10.2 The Customer releases and discharges the State from any such claim, action, demand or proceeding which, but for this clause, might be brought against or made upon the State.

11. Performance Guarantee

11.1 The State may request that the Customer provide security for the performance of the Customer's obligations under this Agreement. The security may be:

- (a) in the form of a bank guarantee for an amount requested by the State that is on terms satisfactory to the State;
- (b) if the Customer is a company, guarantees in a form required by the State from each of the Customer's directors guaranteeing the performance of the Customer's obligations, including the payment of any money, under this Agreement; or
- (c) in the form of some other security that is on terms satisfactory to the State.

11.2 If the State makes a request under **clause 11.1**, the Customer must provide the security within 7 Business Days of the State's request. The State shall not execute this Agreement until it has received a security, where so requested by the State.

12. Force Majeure

12.1 A party to this Agreement will be excused from performance of and will not be liable for any failure in carrying out any of its obligations under this Agreement if and only to the extent and for the time that it is prevented from so doing by Force Majeure, the result of which the party affected could not have prevented or overcome by exercising a reasonable standard of care.

12.2 A party will notify the other party as soon as practicable of any unanticipated delay due to Force Majeure.

12.3 If a delay due to Force Majeure exceeds seven (7) calendar days, either party may terminate this Agreement immediately on providing notice in writing to the other party.

13. Termination and Breach

13.1 Either party may terminate this Agreement by giving 30 calendar days prior notice to the other party or such other period as agreed by the Parties.

13.2 If this Agreement is terminated pursuant to **clause 13.1** the State will not be liable for payment to the Customer for any compensation relating to loss of profit, revenue, goodwill or business opportunity, damage to reputation and any indirect or consequential loss or any other reason in relation to termination.

13.3 The State may terminate this Agreement by notice to the Customer if:

- (a) an Unexpected Event occurs;
- (b) the Customer no longer meets the State's eligibility criteria for participation in the VRS – Easy Pay option;
- (c) the Customer gives notice of a Conflict of Interest or the State otherwise identifies a Conflict of Interest;
- (d) the Customer breaches any provision of this Agreement and that breach is incapable of remedy;
- (e) the Customer breaches any provision of this Agreement and, if that breach is capable of being remedied, the Customer fails to remedy the breach within fourteen days of receiving written notice from the State of the breach;
- (f) the Customer:
 - i. becomes insolvent or bankrupt or being a company goes into liquidation or has instituted against it any action or proceeding which has an object or may result in bankruptcy or liquidation; or
 - ii. has a receiver or manager appointed or a mortgagee goes into possession of any of its assets or becomes subject to any form of external administration; or
 - iii. enters into an arrangement with its creditors or otherwise takes advantage of any laws in force in connection with insolvent debtors; or
 - iv. is wound up, voluntarily or involuntarily; or
- (g) the Customer indicates that it is unwilling to complete this Agreement.

13.4 If the State terminates this Agreement, the termination is without prejudice to any rights of the State under this Agreement or at common law.

14. Rights on Termination

14.1 Termination or expiration of this Agreement will not affect any claim or action any party may have against another by reason of any antecedent breach of this Agreement and will not relieve either party of any obligation under this Agreement which is expressed to continue after termination.

14.2 The following clauses will survive termination or expiration of this Agreement –

- (a) clause 6 (Confidentiality)
- (b) clause 7 (Privacy and Personal Information)
- (c) clause 8 (Relationship of the Parties)
- (d) clause 9 (Liability)
- (e) clause 10 (Indemnity and Release)

- (f) clause 13 (Termination and Breach)
- (g) clause 14 (Rights on Termination)
- (h) clause 23.2 (Governing Law)
- (i) clause 23.9 (Waiver)

15. Costs

The Parties must pay their own costs (including legal costs), expenses and disbursements of and incidental to the preparation, execution and stamping of this Agreement.

16. Dispute Resolution

- 16.1 For the purposes of this clause, a dispute will have arisen when either party to this Agreement gives notice to that effect to the other party.
- 16.2 The parties agree to seek to settle any dispute arising in connection with this Agreement by negotiation, mediation or conciliation in accordance with this clause, before referring the dispute to arbitration, or commencing court proceedings relating to that dispute.
- 16.3 If the parties' representatives fail to settle the dispute within ten (10) days, the dispute will be referred to mediation by either party.
- 16.4 If the parties fail to agree on the appointment of a mediator within five (5) days after their failure to resolve the dispute in accordance with **clause 16.3**, then either party may refer the question to the appointment of a mediator to the Australian Commercial Disputes Centre (Queensland).
- 16.5 For the better management of this Agreement and any disputes the parties nominate the Representatives named at Item 2 and Item 3 of **Schedule 3**.

17. Fees or Charges

- 17.1 The Customer must remit all registration fees collected by the Customer to the State by Electronic Funds transfer using the Direct Debit System within one business day (or some other timeframe approved in writing by the State) of the fees being collected by the Customer.
- 17.2 The State will not impose a fee for use of the Direct Debit System during the term of this Agreement.
- 17.3 All registration fees collected by the Customer are held on trust for the State until they are remitted to the State under **clause 17.1**.
- 17.4 Fees that are not remitted to the State in accordance with **clause 17.1** are a debt due and owing and are recoverable from the Customer by the State in a court of competent jurisdiction.
- 17.5 No acquisition fee is payable by the Customer during the term of this Agreement for acquisitions of vehicles from licensed dealers, private individuals or organisations.

17.6 Any fees or charges payable by the Customer to the State will be automatically debited from the Customer's nominated bank/financial institution to the State at the bank/financial institutions discretion and order of priority.

18. Vehicle Registration Scheme

18.1 If an Unexpected Event occurs the State may:

- (a) vary the VRS in any way it considers necessary; or
- (b) terminate this Agreement by written notice to the Customer under **clause 13.3**.

18.2 The Customer acknowledges that its status as a participant in the VRS – Easy Pay option is not exclusive and the State may engage other participants.

19. Evaluation of Customer Performance

19.1 The State will undertake evaluations of the Customer's performance in meeting its obligation under this Agreement.

19.2 The State will give the Customer reasonable notice of a performance evaluation.

20. Conflict of Interest

20.1 Conflict of Interest includes engaging in any activity or obtaining any interest, likely to impact upon or conflict with the Customer performing its obligations under this Agreement. A Conflict of Interest also includes any matters materially affecting the Customer's ability to perform any of its obligations under this Agreement which may include but is not limited to:–

- (a) any material litigation or proceedings whatsoever, actual or threatened, against the Customer;
- (b) the existence of any material breach or default or alleged breach or default of any agreement, order or award upon the Customer;
- (c) matters relating to the commercial, technical or financial capacity of the Customer or in the knowledge of the Customer proposed to be engaged in respect of this Agreement; and
- (d) any obligation under any other contract or agreement which compliance with may place the Customer in breach of this Agreement.

20.2 The Customer warrants that upon signing this Agreement, to the best of its knowledge, no conflict of interest of the Customer exists or is likely to arise in the performance of its obligations under this Agreement.

20.3 The Customer will immediately disclose verbally and in writing to the State, details of any actual or potential conflict of interest upon becoming aware of the existence of such.

20.4 The Customer will comply with any reasonable direction by the State in relation to managing the conflict of interest.

20.5 Failure by the Customer to disclose such conflicts of interest will be considered as a material breach of this Agreement and the State may, in its absolute discretion, terminate this Agreement.

21. Records and Accounts

21.1 The Customer must keep and maintain throughout the term of this Agreement accurate records and books of accounts in respect of the Customer's business, the VRS and the registration transactions performed by the Customer. The Customer must keep records and accounts for not less than three years.

21.2 The Customer must at all reasonable times allow any authorised officer of the Queensland Department of Transport and Main Roads to enter upon its premises, inspect and take extracts from its books of accounts, records and other documents relevant to the operation of the VRS, such as invoices, vouchers, receipts, sales records and bank deposit records and if such authorised officer thinks fit, to interview any persons employed by the Customer in connection with its business as to any matters relevant to the Customer's obligations under this Agreement.

21.3 The Customer must keep its book of accounts and records in a thorough and complete manner and in such a way and for such time that any inspection of the type referred to in this clause may be carried out in a thorough manner and with the minimum of difficulty.

22. Notices

22.1 Any notice required to be given by or pursuant to this Agreement –

(a) must be in writing addressed to the party at its address in **Schedule 3** or other address notified by that party; and

(b) may be delivered by hand, sent by prepaid security post or sent by facsimile transmission.

22.2 A notice delivered by hand or sent to the facsimile number of the recipient before 4.00pm on any business day, will be deemed to be received on that day, and if after 4.00pm, will be deemed to be received on the next business day.

22.3 A notice sent by prepaid post will be deemed to be received two (2) business days after posting.

22.4 For the purposes of this clause, "business day" means a day that is not a Saturday, Sunday or public holiday in Queensland.

23. General

23.1 Severability – If any provision of this Agreement is held to be illegal or unenforceable the provision will be severed from this Agreement and the remaining provisions will govern the relationship of the parties as if the offending provision had never been included.

23.2 Governing Law – This Agreement will be governed by and construed in accordance with the laws for the time being in force in the State of Queensland and the parties submit to the jurisdiction of the courts of that State.

- 23.3 Execution –The parties will execute such number of copies of this Agreement as permits each party to retain an original copy.
- 23.4 Nature of Agreement – This Agreement is intended to create a legally binding relationship between the parties.
- 23.5 Entire Agreement – The terms of this Agreement between the parties are those set out in this Agreement, and no written or oral agreement, arrangement or understanding made or entered into prior to the Commencement Date of this Agreement will in any way be read or incorporated into this Agreement.
- 23.6 No Representation – The Customer acknowledges that in entering this Agreement it has not relied on any statement, representation, warranty or condition made by the State in respect of the subject matter of this Agreement.
- 23.7 Further Cooperation – Further cooperation between the parties is encouraged and can be the subject of ongoing discussions.
- 23.8 Assignment – The Customer must not assign, transfer, subcontract or novate in whole or in part or create any security interest over or otherwise deal in any way with its interest in this Agreement, without the prior written consent of the State which will not be unreasonably withheld. Any consent given by the State will not relieve the Customer of any of its obligations under this Agreement.
- 23.9 Waiver – No right under this Agreement will be deemed to be waived except by notice in writing signed by the party granting the waiver. A waiver by either party will not prejudice its rights in respect of any subsequent breach of this Agreement by the other party. Any failure by either party to enforce any clause of this Agreement, or any forbearance, delay or indulgence granted by one party to another party will not be construed as a waiver of rights under this Agreement.
- 23.10 Variation – The provisions of this Agreement are not to be varied except by agreement in writing signed by both parties.

SCHEDULE 1

A. VEHICLE REGISTRATION SCHEME

The “**Vehicle Registration Scheme**” or “**VRS**” means the arrangement between the State and customers under which customers are authorised to conduct vehicle registration transactions under one of the scheme’s service options being Easy Pay, Easy Plates or Easy Business.

B. AUTHORISED CUSTOMER VEHICLE REGISTRATION TRANSACTIONS

As part of the VRS the Customer will undertake transactions in the following service option:

(i) Easy Pay

Transactions could include:

- Undertake a pre-registration inspection of all vehicles registered.

SCHEDULE 2
OBLIGATIONS OF THE CUSTOMER

A. COLLECTION OF REGISTRATION FEES

1. Assess and collect registration fees upon receipt of the vehicle purchaser's application.
2. Pay all registration fees collected and remit all applications and relevant documentation in the approved manner.

B. VEHICLE REGISTRATION

1. The Customer undertakes to comply strictly at all times with the directions and instructions issued from time to time to it by the State in relation to the operation of the Vehicle Registration Scheme and in the absence of any such directions or instructions in relation to any particular matter will not act without first seeking the instructions of the Client Manager or the Manager of the nominated Department of Transport and Main Roads Customer Service Centre.
2. Without limiting the generality of the foregoing, the Customer undertakes that it will:
 - (a) ensure the insertion of correct vehicle details on the application for registration;
 - (b) ensure that applications for registration are completed and personally signed by all applicants;
 - (c) sight and record the purchaser's identifications documents in accordance with the State's Evidence of Identity policy and, where the purchaser is a company, record the purchaser's Australian Company Number (ACN);
 - (d) ensure that a vehicle is inspected only by person/s authorised by the State to conduct pre registration inspections and in order to confirm all registration details relevant to the vehicle and for those vehicles with a mass limit of 4.5 tonne or more the person must hold a valid Queensland Department of Transport and Main Roads Heavy Vehicle Registration Assessment Scheme authorisation;
 - (e) ensure that a trailer is inspected only by person/s authorised by the State to conduct pre registration inspections and in order to confirm all registration details relevant to the vehicle and for those trailers with a mass limit of 750 kilograms or more the person must hold a valid Queensland Department of Transport and Main Roads Heavy Vehicle Registration Assessment Scheme authorisation;
 - (f) ensure that a vehicle the subject of an application for registration is fitted with an approved compliance plate in accordance with the *Motor Vehicle Standard Act 1989 (Commonwealth)* or on the Register of Approved Vehicles in accordance with the *Road Vehicle Standards Act 2018*.

- (g) ensure that a vehicle the subject of an application for registration has not been modified in any way from the original design unless a second stage manufacturer plate or modification plate is fitted and further that the vehicle complies in all respects with the provisions of the Transport Operations (Road Use Management – Vehicle Standards and Safety) Regulations 2010.
- (h) ensure imported vehicles are presented for registration and inspection to a Department of Transport and Main Roads Customer Service Centre with the appropriate documents (ie. Import papers etc) except where the Customer has been authorised by the State to conduct such inspections and registrations of imported vehicles;
- (i) ensure the proper completion, stamping and signing of the inspection certificate section on the purchaser's application for registration form;
- (j) in the case of registration of vehicles, obtain Compulsory Third Party Insurance issued under the provisions of the *Motor Accident Insurance Act 1994* from a Licensed Insurer chosen by the applicant;
- (k) obtain any other documentation, such as concession applications, that may be relevant for the purposes of assessing the registration fee payable for the vehicle;
- (l) assess the appropriate registration fee payable for registration of the vehicle by reference to the State's instructions;
- (m) in the case of registration of vehicles, ensure the correct attachment of the number plates to the vehicle as prescribed by the Transport Operations (Road Use Management – Vehicle Registration) Regulation 2010;
- (n) ensure that registration fees are remitted to the State within one business day (or some other timeframe approved in writing by the State) as provided for in this Agreement;
- (o) ensure that replaced and cancelled number plates are forwarded for destruction to the State.

C. TRAINING

The Customer undertakes to have nominated personnel undergo training as required by the State from time to time in relation to the operation of the Scheme, such training to take place at such times and places and in such manner as nominated by the State from time to time. Training may, in appropriate cases, take the form of the provision to the Customer of a fully documented training package with which the Customer and nominated personnel undertake to familiarise themselves.

SCHEDULE 3

Item 1 Customer	insert name of Customer including ACN and registered office if the Customer is a company
Item 2 Customer's Representative and Contact Details	Representative: insert representative's name Position: insert representative's position title Address for Service: insert street address insert postal address Telephone: insert phone number Facsimile: insert facsimile number E-mail: insert email address
Item 3 State's Representative and Contact Details	Representative: insert representative's name Position: insert representative's position title Address for Service: Department of Transport and Main Roads (Customer Services Branch) insert Customer Service Centre insert street address insert postal address Telephone: insert phone number Facsimile: insert facsimile number E-mail: insert email address