

## CATTLE CROSS LOADING STATIONS - ACCESS CONDITIONS

IOR is willing to make cattle cross loading stations available at nominated IOR Sites to persons approved by IOR.

By accessing a cattle cross loading station at an IOR Site, you agree to the following Conditions.

### 1. Definitions

In these Conditions:

- (a) **Facility** means a cattle cross loading station designed to enable safer cross-loading of cattle between trailers;
- (b) **IOR** means IOR Pty Ltd ACN 009 653 070;
- (c) **IOR Site** means IOR fuel depots within Australia at which IOR makes a cattle cross loading station available for use;
- (d) **Safety Guidelines** means the guidelines developed by IOR for the safe use of the Facility, which are attached to these Conditions and available at [www.ior.com.au](http://www.ior.com.au);
- (e) **PIN** means a user selected personal identification number which enables the use of a Tag; and
- (f) **Tag** means a digitally encoded key tag or card with a user selected PIN issued by IOR to access an IOR Site.

### 2. Risk

You acknowledge that cross-loading of cattle between trailers can be a dangerous activity and agree that the use of any Facility is at your own risk.

### 3. Responsibilities

It is your responsibility to:

- (a) operate the Facility with the highest regard to safety;
- (b) ensure that your employees, contractors, agents and invitees understand and agree to abide by the Safety Guidelines prior to using the Facility;
- (c) call **000** in the event of a serious injury or incident requiring immediate assistance; and
- (d) notify IOR of any injury, property damage or defective equipment by calling **1300 457 467**.

### 4. Access

- (a) IOR will use its best endeavours to make the Facility available to all approved persons at all times, but will not be liable for any failure, refusal or inability to do so.
- (b) IOR may approve or deny access to a Facility to any person at its absolute discretion.
- (c) IOR may suspend use of the Facility (for all persons or specific persons) if IOR believes that the Facility is being used unsafely or inappropriately.

### 5. Security

- (a) All Tags remain the property of IOR. You must notify IOR promptly on **1300 457 467** if your Tag is lost or stolen.
- (b) You must keep your Tag secure and your PIN confidential.

- (c) You may nominate a PIN for each Tag, and change a PIN at any time by request to IOR at [tags@ior.com.au](mailto:tags@ior.com.au).
- (d) 24-hour surveillance cameras operate at most IOR Sites to monitor the security of IOR's equipment. Surveillance cameras may collect personal information. You must inform you employees, contractors, agents and invitees of the existence of the cameras and the possible disclosure of personal information to the relevant police service, IOR's external legal advisers or an IOR customer at the discretion of IOR and without further notice if an incident occurs.

### 6. Liability

You indemnify IOR against and release IOR from all and any loss or liability (including, without limitation, under any statute) arising in connection with:

- (a) the use or misuse of the Facility by you, your employees, contractors, agents and invitees;
- (b) any failure or ineffectiveness of the Facility; or
- (c) injury to any person or damage to a Facility or any other property at an IOR Site caused by you, your employees, contractors, agents and invitees;

whether or not IOR causes or contributes to the loss or liability, including (without limitation) due to its negligence.

### 7. Variations

- (a) IOR may vary these Conditions from time to time by notice in writing. The varied Conditions will take effect and apply to all future use of each Facility 7 days after any such notice is forwarded to you at your last notified postal or email address.
- (b) No representation, statement or other communication by or on behalf of IOR shall derogate from or override these Conditions unless the same is in writing signed by IOR.

### 8. Whole Agreement

These Conditions represent the entire, complete and exclusive understanding and agreement between the parties relating to each use of a Facility.

### 9. Severance

If any provision of these Conditions is determined to be illegal, invalid, void or voidable the legality or validity of the remainder of these Conditions will not be affected and will continue in full force and effect.

### 10. Governing law

These Conditions are governed by the laws of Queensland and the parties irrevocably agree that the courts of that state shall have exclusive jurisdiction to hear and decide any suit, action or proceedings and settle any dispute which may arise out of or in connection with these Conditions.

# NOTICE

USE OF THIS  
CATTLE CROSS  
LOADING STATION  
IS AT YOUR OWN RISK

This facility must only be used in accordance with the Safety Guidelines below.

**In the event of a serious injury or incident requiring immediate assistance, contact the emergency services on 000.**

IOR may suspend use if, in IOR's opinion, the facility is being used unsafely or inappropriately.

Please report any injury, property damage or defective equipment to IOR on **1300 457 467**.

Users will be liable for any damage to equipment caused by negligent or inappropriate use.

IOR will not be liable to any person in connection with the use of this facility, including for negligence.

24-hour surveillance cameras may operate at this facility to monitor security and safe use.

## Safety Guidelines

The following guidelines represent best practice for the use of this facility.

This facility must be used in accordance with these guidelines.

1. Ensure all vehicles and equipment are in working order and do not present any hazards.
2. Ensure all involved parties are familiar with the facility and its operation before unloading.
3. Take care when positioning vehicles, especially if reversing. If possible, use a spotter.
4. Set up the facility for your intended use before starting to avoid the need to change the layout during use.
5. Remain inside of the guarded work platforms at all times.
6. Use three points of contact when using ladders.
7. If any part of the facility is faulty, stop operations and report the fault to IOR on **1300 457 467**.