



*our quality
your success*

WINGHAM BEEF EXPORTS PTY LTD

ACN 002 954 789
ABN 19 002 954 789

1295 Gloucester Road
(PO Box 13)
Wingham NSW 2429
Phone (02) 6591 1000
Fax (02) 6591 1099

Dear Supplier,

Goods and Services Tax (GST) & Livestock Purchased On "Weight at Works"

All new suppliers must complete either a RCTI agreement or Hobby Farmer Declaration

All sales of livestock you make to us on "Weight at Works" terms will be affected by the GST. Depending on which of the following three categories you fall into, the sales will be affected as follows:

(i) ABN Registered and GST registered for *farming purposes* - Complete a RCTI Agreement

If you have an ABN and you are GST registered, you will be requested to sign and return the attached agreement with Wingham Beef Exports Pty Limited which will enable us to prepare a "**Recipient Created Tax Invoice**" (RCTI). The agreement will be in a form similar to that used by other processors. The RCTI will include cattle payment details (as per the Feedback Sheet) and details of the 10% GST payable by us to you.

We cannot issue an RCTI without the signed agreement, so please sign and return *prior* to supply of cattle.

You will be required to include the amount of the GST paid by us to you in your BAS to the Tax Office.

(ii) ABN Registered but Not GST Registered for *farming purposes* - Complete a RCTI Agreement

If you have an ABN but are not registered or required to be registered for GST (e.g. you are a small producer with less than \$75,000 annual turnover), a "Recipient Created Tax Invoice" (RCTI) will still be issued, so please sign and return the agreement *prior* to supply of cattle. No GST will be paid to you as you are not GST registered.

(iii) No ABN registration - Complete a Hobby Farmer Declaration

If you do not have an ABN and are not registered or required to be registered for GST, we will be required to withhold 49% of the price and remit that withheld amount to the Tax Office **unless** you are exempt from supplying an ABN under the GST Legislation or the Tax Office has accepted that you are not carrying on an enterprise for the purposes of the GST Legislation.

If you do not want us to withhold 49% of the price, you will need to provide us with a declaration to the effect that you are not carrying on an enterprise for tax purposes. A form "**Hobby Farmer Declaration**" is provided for you to sign and return *prior* to supply of cattle. An invoice will still be issued.

Payment for livestock will be as per Feedback Sheet (including levy deductions where applicable).

If you require any further information regarding the arrangements, please contact Marett Callow on 65911010.

Yours faithfully,

Grant Coleman
General Manager

**WRITTEN AGREEMENT TO FACILITATE THE
CREATION OF
RECIPIENT CREATED TAX INVOICES**

AGREEMENT made at on.....
(Insert Place) (Insert Date)

BETWEEN

SUPPLIER:
(Insert Business Name)

ABN: (Insert 11 digit ABN) **PIC:**

Is the Supplier registered for GST purposes? (yes/no)

Address:
.....
..... **Postcode**

Phone number: **Fax:**

Email:
(Please print clearly & be case & space specific)

AND

RECIPIENT: Business Name: Wingham Beef Exports Pty Limited
ACN: 002 954 789
ABN: 19 002 954 789
Is the Recipient registered for GST? Yes

In connection with supplies made by the Supplier to the Recipient, the parties agree that:

1. The Supplier will be registered for GST.
2. The Recipient will be registered for GST.
3. The Supplier gives its permission and has requested the Recipient to issue recipient created tax invoices ("**RCTIs**") for taxable supplies the Supplier makes to the Recipient as specified in this agreement, but only to the extent that the Recipient is permitted by any applicable legislation, regulations and rulings ("**Law**") to do so.

WRITTEN AGREEMENT TO FACILITATE THE CREATION OF RECIPIENT CREATED TAX INVOICES

4. Subject to clauses 6, 7 and 8, the Recipient will issue RCTIs:
 - (a) for all taxable supplies of agricultural products made by the Supplier to the Recipient in which the Recipient determines the value of the agricultural products (and any by-products) subsequent to, and dependent upon, quantitative and qualitative analysis of the supply being undertaken and only in circumstances where the Recipient is permitted by Law to do so; and
 - (b) for other taxable supplies made by the Supplier to the Recipient in circumstances where the Recipient is permitted by the Law to do so.
5. The Supplier must not issue a tax invoice for any supply in respect of which the Recipient will issue an RCTI under this agreement.
6. If the Supplier does not want the Recipient to issue a RCTI for a supply that the supplier will make to the Recipient then the Supplier will notify the Recipient *before* that supply is made. If the Recipient receives this notice before the supply is made, the Recipient will not issue an RCTI under clause 4 in respect of that supply and instead, the Supplier will issue a tax invoice for that supply in accordance with the Law.
7. If for any reason, the Supplier ceases to be registered for GST purposes or otherwise becomes aware that the Recipient is no longer permitted by the Law to issue RCTIs then:
 - (a) the Supplier will notify the Recipient *before* the Supplier makes any further supplies and *before* the Recipient issues any further RCTIs and
 - (b) the Recipient will cease to issue RCTIs unless and until the Recipient is permitted by the Law to issue RCTIs.
8. If for any reason, the Recipient ceases to be registered for GST purposes or otherwise becomes aware that it is no longer permitted by the Law to issue RCTIs then:
 - (a) the Recipient will notify the Supplier *before* the Recipient issues any further RCTIs; and
 - (b) the Recipient will cease to issue RCTIs unless and until the Recipient is permitted by the Law to issue RCTIs.
9. If the Recipient becomes aware that an adjustment event occurs in relation to a supply for which the Recipient has issued an RCTI, the Recipient will notify the Supplier and will issue the Supplier with an adjustment note for that supply in accordance with the Law.
10. The Recipient will pay to the Supplier the amount of any GST or any penalties which the Supplier has to pay because of any understatement of the GST payable on any supply for which the Recipient has issued an RCTI.

**WRITTEN AGREEMENT TO FACILITATE THE
CREATION OF
RECIPIENT CREATED TAX INVOICES**

- 11. The Supplier will pay to the Recipient the amount of any loss suffered by the Recipient because of the Supplier's failure to comply with this Agreement or because of the Supplier's failure to notify the Recipient of anything required by this Agreement within the specified time period.
- 12. This agreement may be terminated by either party for any reason, after giving fourteen (14) days notice to the other party of its intention to do so.

SIGNED by or on behalf) Date/...../.....
of the **Supplier**) (Signature)

in the presence of:) Date/...../.....
(Signature of Witness)

.....
(Name of Witness in Full)



SIGNED by or on behalf) Date/...../.....
of the **Recipient**) (Signature)

in the presence of:) Date/...../.....
(Signature of Witness)

.....
(Name of Witness in Full)

Note 1. This Agreement must be dated.

Note 2. This Agreement must be retained for 5 years after the termination of this Agreement.

Does this Agreement replace an existing RCTI Agreement or Hobby Farmer Declaration? Yes/No

Original Supplier name:.....ABN:.....

Reason: change of GST status / change of supplier name & ABN (please cross out incorrect reason)

-End-