

WRITTEN AGREEMENT TO FACILITATE THE CREATION OF RECIPIENT CREATED TAX INVOICES

AGREEMENT made at On
(Insert Place) (Insert Date)

BETWEEN

SUPPLIER: Business Name: ("Supplier")
(Insert Business Name)

Postal Address:

.....Post Code:

Phone Number:

ABN:

(Insert 11 digit ABN)

Is the Supplier registered for GST purposes?
(Yes or No)

AND

RECIPIENT: Business Name: Thomas Borthwick & Sons (Australia) Pty Ltd ("Recipient")

ACN: 006 525 104

ABN: 12 006 525 104

Is the Recipient registered for GST purposes? YES

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

- 1) The Supplier will be registered for GST purposes from 1 July 2000.
- 2) The Recipient will be registered for GST purposes from 1 July 2000.
- 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.
- 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.

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- 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.
- 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.

Written Agreement to Facilitate the Creation of Recipient Created Tax Invoices

SIGNED by or on behalf of the **Supplier**)
in the presence of:)
(Signature)

.....
(Signature of Witness)

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

SIGNED by or on behalf of the **Recipient**)
in the presence of:)
(Signature)

.....
(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.