

Mandatory Code of Practice for Outworkers in the Clothing Industry

MANDATORY CODE OF PRACTICE FOR OUTWORKERS IN THE CLOTHING INDUSTRY

Made under section 400I of the *Industrial Relations Act 1999*

Part 1 - Preliminary

1. Name of code

This code is the *Mandatory Code of Practice for Outworkers in the Clothing Industry*.

2. Commencement

This code commences on 1 January 2011.

3. Effect on Queensland Voluntary Code

The Code of Practice on Employment and Outwork Obligations for Textile Clothing and Footwear Suppliers continues to apply to all contracts for the supply of textile, clothing, footwear and related goods and components to government agencies.

4. Objectives

This code is intended to ensure that outworkers in Queensland receive their lawful entitlements by:

- (a) aiding in monitoring the terms and conditions of outworkers engaged in the manufacture of clothing products for supply or retail within Queensland; and
- (b) prescribing practices to aid compliance with, and prevent avoidance of, applicable laws and industrial instruments regulating the terms and conditions of outworkers; and
- (c) prescribing reporting practices and conduct to prevent the use of legal structures and other commercial arrangements which are intended to avoid providing outworkers with their lawful entitlements; and
- (d) supporting initiatives by the Government of Queensland to prevent the avoidance or breach of laws regulating the terms and conditions of outworkers.

5. Regulatory framework

This code is made under section 400I of the *Industrial Relations Act 1999*.

6. Definitions

In this code, unless the context suggests otherwise:

ABN (Australian Business Number) has the meaning given by section 41 of *A New Tax System (Australian Business Number) Act 1999* (Cth)

ACN (Australian Company Number) has the meaning provided for under section 9 of the *Corporations Act 2001* (Cth)

the Act means the *Industrial Relations Act 1999* (Qld)

agreement means an arrangement or understanding between a retailer and a supplier, wherever made, for the supply of clothing products, the whole or part of which are to be offered for retail sale within Queensland, whether by the retailer or another person on consignment or commission for the retailer, whether the agreement is formal, informal, written or oral and whether or not the agreement has legal or equitable force within Queensland, and includes the renewal or extension of an existing agreement

ARBN (Australian Registered Body Number) has the meaning provided for under section 9 of the *Corporations Act 2001* (Cth)

authorised person means:

- (a) an officer or employee of a relevant industrial organisation holding an authorisation under section 364 of the Act; and
- (b) an inspector.

charitable organisation means an organisation that carries out activities for religious, educational, benevolent or charitable purposes which are not also carried out for securing pecuniary profit for its members

clothing products includes:

- (a) any male or female garment or wearing apparel;
- (b) any part of a garment or wearing apparel;
- (c) handkerchiefs, serviettes, pillowslips, pillow-shams, sheets, tablecloths, towels, quilts, aprons, mosquito nets, bed valances or bed curtains;
- (d) clothing ornamentations;
- (e) a permanent label attached to an item referred in paragraphs (a), (b), (c) or (d) indicating any or all of the following:
 - (i) a trade mark;

- (ii) a fashion house design;
- (iii) the country of origin;
- (iv) the style of garment or wearing apparel;
- (v) the size of the garment or wearing apparel; or
- (vi) the washing and ironing instructions

manufactured in Australia from material of any description, but does not include second hand clothing products (i.e. clothing products that have been worn or used and are represented by a retailer as being used products)

code means the Mandatory Code of Practice for Outworkers in the Clothing Industry

contractor means:

- (a) a contractor who is engaged by a supplier or a person on behalf of the supplier to supply clothing products; and
- (b) a subcontractor of a contractor referred to in paragraph (a)

employer of an outworker has the meaning provided for under the *Industrial Relations Act 1999*.

federal award means the *Textile, Clothing, Footwear and Associated Industries Award 2010 (MA 000017)* as made or varied from time to time.

Form means a legible document in the English language containing the information set out in the relevant Form in the schedules to this code and completed as required by the Code.

give out work, by a person, means the person entering into an arrangement or understanding under which clothing products will be supplied to the person and work performed upon the clothing products may be performed by an outworker but does not include an agreement between a retailer and a person other than an outworker solely for the purpose of the retailer acquiring clothing products for retail sale where the retailer has no right to specify or control the work on the clothing products being acquired

'industrial law' means this code, a law of Queensland, another State or Territory or the Commonwealth and an instrument made under such a law, which confers or imposes a right, entitlement, obligation or liability on:

- (a) a party who engages an outworker to perform work, either directly or indirectly;
- (b) an outworker; or
- (c) a person involved in giving out work

inspector means a person appointed as an inspector under section 350 of the Act

manufacture or **manufactured**, in relation to clothing products, means the process of:

- (a) making clothing products;
- (b) altering or working on clothing products; and
- (c) altering or working on clothing products imported into Australia

officer or manager of a body corporate means:

- (a) a director or secretary of the body corporate;
- (b) a person:
 - (i) who makes, or participates in making, decisions that affect a substantial part of the business of the body; or
 - (ii) in accordance with whose instructions or wishes the directors of the body are accustomed to act (excluding advice given by an independent person in the proper performance of functions attaching to that person's professional capacity or their business relationship with the directors or the body);
- (c) an administrator, liquidator, receiver or manager of the body corporate;
- (d) a trustee or other person administering a compromise or arrangement made between the body and someone else

outworker means a person who works in the clothing industry and is engaged, for someone else's calling or business, in or about a private residence or other premises that are not necessarily business or commercial premises, to pack, process or work on articles or material

reasonable excuse, in relation to a person, includes :

- (a) reasonable mistake (not being a mistake caused by a lack of knowledge of this code);
- (b) reasonable reliance on information supplied by another person;
- (c) an act or failure to act of another person or an accident or some other cause beyond the person's control, provided that the person took reasonable precautions and exercised due diligence to avoid the act, failure or accident; or
- (d) an act done under duress or undue influence,

provided the person did not intend to evade the provisions of this code

record includes:

- (a) anything on which there is writing;
- (b) anything on which there are marks, figures, symbols or perforations having a meaning for persons qualified to interpret them;
- (c) anything from which sounds, images or writings can be reproduced with or without the aid of anything else; or

- (d) a map, plan, drawing or photograph; or
- (e) information stored or recorded by means of a computer if a written reproduction of the information can be made

relevant award means an award which confers or imposes a right, entitlement, obligation or liability on:

- (a) a party engaging an outworker to perform work, either directly or indirectly;
- (b) an outworker; or
- (c) a person involved in giving out work

relevant industrial instrument means an instrument made under a law which confers or imposes a right, entitlement, obligation or liability on:

- (a) a party engaging an outworker to perform work, either directly or indirectly;
- (b) an outworker; or
- (c) a person involved in giving out work

relevant industrial organisation means an organisation of employees bound by a State Award or the Federal Award.

retailer means a person, wherever domiciled, who sells clothing products by retail within Queensland whether the sale is by the retailer or another person on consignment or commission for the retailer

State means the State of Queensland

State Award means the *Clothing Trades Award – State (excluding South-East Queensland) 2003* and the *Clothing Trades Award – Southern and Central Divisions 2003* as made or varied from time to time

successor means any person to whom a supplier has transferred an obligation or right under an agreement by way of a bona fide commercial arrangement, other than:

- (a) a relative of the supplier;
- (b) a body corporate in which the supplier is an officer or manager or has the capacity to control the body corporate;
- (c) a related body corporate (within the meaning of section 50 of the *Corporations Act 2001 (Cth)*) in which the supplier is an officer or manager or has the capacity to control the body corporate;
- (d) a trust in which the supplier:
 - (i) is a trustee; or
 - (ii) is beneficiary; or
 - (iii) is able to appoint or remove the trustee; or

- (iv) has the capacity to control the decision making of the trustee; or
- (e) a partnership in which the supplier:
 - (i) is a partner; or
 - (ii) has the capacity to control the decision making of the partnership; and
- (f) any combination of (a), (b) (c) (d) or (e) in which a supplier has a capacity to control the relevant person or entity

supplier means a person, wherever domiciled, who enters into an agreement with a retailer for the supply in Queensland of clothing products, including a supplier who carries on business outside Queensland

supply includes:

- (a) to supply manufactured clothing products;
- (b) to manufacture clothing products;
- (c) to arrange the manufacture of clothing products; and
- (d) to arrange the supply of manufactured clothing products

work includes work to be performed in a factory except where specified in this code to the contrary

7. Interpretation of this code

- (1) This code is to be interpreted in a manner that promotes its objectives.
- (2) In this code, engaging in conduct includes refusing to do an act.

Part 2 - Application and Operation of this code

8. Application of code to persons

- (1) This code applies to persons (other than charitable organisations) engaged in the supply or retail of clothing products in Queensland, including:
 - (a) retailers;
 - (b) suppliers;
 - (c) contractors and subcontractors;
 - (d) successors.
- (2) A person who is accredited by Ethical Clothing Australia, or is a retail signatory to the *National Retailers Ethical Clothing Code* or has signed the Ethical Clothing Australia's Procurement Code of Practice is not bound by this code.

9. Application of code to agreements

- (1) This code applies to agreements between retailers and suppliers for the supply or retail of clothing products in Queensland entered into on or after the commencement date of this code.
- (2) An agreement is deemed to be for the retail of clothing products in Queensland if:
 - (a) the retailer has outlets for the retail sale of clothing products within Queensland;
 - (b) the agreement is made within Queensland or is subject to the law of Queensland;
 - (c) the retailer has indicated in records kept under this code that the clothing products are for retail sale in Queensland; or
 - (d) the agreement stipulates that any part of the clothing products are to be delivered to an address within Queensland.
- (3) An agreement is deemed to be for the supply of clothing products in Queensland if:
 - (a) the supplier or a contractor manufactures the clothing products within Queensland;
 - (b) the supplier or a contractor engages outworkers in Queensland to perform work on the clothing products; or
 - (c) the agreement is made within Queensland or is subject to the law of Queensland.

Part 3 - Responsibilities of Retailers

10. Retailers to obtain information from suppliers

- (1) A retailer must, before entering into an agreement:
 - (a) ascertain from the supplier whether an outworker will be engaged to perform work under the agreement;
 - (b) obtain an undertaking from the supplier in Form 3A; and
 - (c) inform the supplier that a breach of the undertaking or of this code will allow the retailer to terminate the agreement.
- (2) A breach of subsection (1) does not affect the validity of an agreement.

11. Retailers to provide documents to suppliers

- (1) A retailer, when entering into an agreement, must complete Form 2 and give it to the supplier.
- (2) If a supplier, in relation to an agreement, asks a retailer for copies of the records the retailer is required to keep under this code, the retailer must give them to the supplier.

12. Retailers to deal only with registered suppliers, contractors, etc.

- (1) If, under an agreement, work is, will be or has been performed on clothing products by an outworker, a retailer must not knowingly:
 - (a) enter into an agreement with a supplier; or
 - (b) accept the clothing products under an agreement

unless, where an industrial law requires the supplier and each contractor involved in the supply of the clothing products to be registered to give out work to be performed outside the supplier's or contractor's premises, the supplier and each contractor are so registered.

13. Retailers to report less favourable conditions

- (1) If a retailer becomes aware, in relation to an agreement, that:
 - (a) a supplier did not disclose that an outworker was or would be engaged; or
 - (b) an outworker was or would be engaged on less favourable terms or conditions than those prescribed under a relevant industrial instrument,

the retailer must report the matter in writing to the relevant industrial organisation and the chief executive officer of the Department responsible for industrial relations in Queensland.

- (2) A retailer becomes aware of the matters specified in subsection (1) if the retailer:
 - (a) has information provided under this code; or
 - (b) has knowledge based on previous dealings with a supplier, a contractor or a successor; or
 - (c) has information arising from an inspection of premises where work is or has been performed by outworkers that would lead a reasonable person in the position of the retailer to be aware that outworkers have been, or will

be, employed on less favourable terms and conditions than those prescribed under a relevant industrial instrument.

14. Retailers to keep records

- (1) For each agreement, a retailer must keep:
 - (a) a copy of Form 2 completed by the retailer under section 11(1);
 - (b) Form 3 provided by the supplier under section 16(1); and, if applicable,
 - (c) copies of any Form 4s provided by the supplier under section 16(1).
- (2) A retailer must provide to the chief executive officer of the Department responsible for industrial relations in Queensland and to all relevant industrial organisations a completed Form 1 summarising all agreements in six monthly intervals ending on:
 - (a) 28 February; and
 - (b) 31 August;of each year.

Part 4 - Responsibilities of suppliers, contractors, etc.

15. Suppliers to obtain information from contractors

- (1) A supplier must, before engaging a contractor in relation to an agreement:
 - (a) ascertain from the contractor whether an outworker will be engaged to perform work under the agreement
 - (b) complete Part 1 of Form 4 and give it to the contractor;
 - (c) obtain an undertaking from the contractor in the form set out in Form 4A; and
 - (d) inform the contractor that a breach of the undertaking or of this code will allow the supplier to terminate the agreement with the contractor.
- (2) A breach of subsection (1) does not affect the validity of the agreement with the contractor.

16. Suppliers to provide information to retailers

- (1) A supplier must, when showing samples of clothing or offering for sale ready made items of clothing to a retailer, indicate to the retailer whether any or all of the clothing items will be, or have been manufactured in Australia.
- (2) A supplier who invoices a retailer in relation to an agreement must include with each invoice:
 - (a) a completed Form 3; and
 - (b) copies of the completed Form 4 for each contractor.

17. Suppliers to keep records

- (1) For each agreement, a supplier must keep:
 - (a) Form 2 completed by the retailer;
 - (b) a copy of each Form 3 provided to the retailer;
 - (c) a copy of each Form 4 provided to each contractor;
 - (d) each Form 4 completed by each contractor.

18. Contractors, etc. to provide information to suppliers

- (1) A contractor who invoices a supplier for the supply of clothing products in relation to an agreement must include with each invoice a completed Form 4.

19. Suppliers, contractors, etc. to advise of changes to information

- (1) A supplier must provide reasonable assistance to a retailer to maintain accurate records in respect of an agreement.
- (2) If a supplier becomes aware that information supplied under this code is incorrect, misleading or has changed, the person must inform the retailer, in writing, within 7 days of so becoming aware.
- (3) A supplier must not cause a retailer to keep records that fail to disclose the information required to be provided by the supplier under clause 17.
- (4) A contractor must provide reasonable assistance to a supplier to maintain accurate records in respect of an agreement between the supplier and a retailer.
- (5) If a contractor becomes aware that information supplied under this code is incorrect, misleading or has changed, the contractor must inform the supplier, in writing, within 7 days of so becoming aware.

20. Assumption of rights and obligations

- (1) In this section:
 - (a) to assume a right or obligation under the agreement means any conduct that results in a person assuming that right or obligation, whether:
 - (i) with or without the consent of the retailer or supplier; and
 - (ii) whether or not the assumption has legal or equitable force.
 - (b) *transfer* includes an arrangement, understanding or course of conduct intended to transfer an obligation or right under an agreement whether or not the transfer is enforceable against the transferor or transferee.
- (2) A person who has assumed a right or obligation under an agreement must provide a completed Form 5 to the retailer and the supplier within 7 days of the assumption.
- (3) A person who has transferred a right or obligation under an agreement to a person who has assumed it must provide a completed Form 6 to the other party or parties to the agreement within 7 days of the transfer.
- (4) A person who has assumed a supplier's obligations under an agreement that relate to paying outworkers must provide a completed Form 7 to the retailer and the supplier detailing arrangements for the payment of the outworker's lawful entitlements within 7 days of the assumption.

21. Maintenance of scheme established under State awards

- (1) The relevant provisions of the State award are incorporated as provisions of this code in relation to the giving out of work by a person and the relevant provisions are to be interpreted as if the person were bound by the State award.
- (2) Where a relevant provision is inconsistent with another provision of this code, the relevant provision prevails to the extent of the inconsistency.
- (3) In this section, 'relevant provision' means:
 - (a) with respect to the *Clothing Trades Award – State (excluding South-East Queensland) 2003* - clause 4.5 and Part 11 other than clauses 11.3.1 and 11.5;
 - (b) with respect to the *Clothing Trades Award – Southern and Central Divisions 2003* - clause 4.4 and Part 11 other than clauses 11.3.1 and 11.5;
 - (c) any clause in the State award necessary or incidental to the operation of the clauses specified in this subsection;

Part 4 – Inspection of records by authorised persons

22. Keeping of records within Queensland

- (1) A record that is required by this code to be kept by a person must, unless otherwise provided in this code:
 - (a) be kept in Queensland:
 - (i) at the person's registered office or principal place of business; or
 - (ii) at the address of a nominated agent of the person.
- (2) The records must be kept for a period of six years from either completing or receiving the form, whichever applies.
- (3) A person must not produce a record to an authorised person that contains incorrect information with intent:
 - (a) to mislead or deceive the authorised person;
 - (b) to evade any of the provisions of this code;
 - (c) to avoid obligations under a relevant industrial instrument;
 - (d) to assist another person in evading this code or a relevant industrial instrument.

23. Persons to produce records for inspection

- (1) If an authorised person gives a person a notice to produce a record required to be kept by the person, the notice is to be in Form 8.

24 Disclosure of information by authorised persons

An authorised person must not disclose any information obtained in the course of exercising duties or functions under this code unless the disclosure is:

- (a) necessary for the purpose of monitoring or enforcing an industrial law
- (b) authorised under another law
- (c) if the information discloses the identity, address or individual characteristics of a person, the person has authorised the disclosure; or
- (d) for the purpose of collecting statistical information, provided the information collected does not include the identity, address or individual characteristics of a person.

Part 6 - General

25. Misleading or deceptive information

- (1) A person must not:
 - (a) knowingly engage in conduct that misleads or deceives or is likely to mislead or deceive an outworker regarding the outworker's rights and obligations in connection with the performance of work by the outworker; or
 - (b) provide information required by this code, knowing that the information is false.

26. Offences

- (1) Where a person has a reasonable excuse for conduct which would otherwise be in contravention of this Code, the person is taken not to have contravened the Code.
- (2) An authorised person may bring proceedings against a person who contravenes the Code.

27. Expiration of Code

This code will expire on the first day of September first occurring after the tenth anniversary of its making.

FORM 1

Section 14(2)

**SCHEDULE OF SUPPLIERS' PARTICULARS
RELATING TO THE PERIOD ENDING 20....**

Supplier's name (including ABN/ ARBN and CRN)	Supplier's address (registered office or principal place of business)	Agreement Reference Number	Engagement of outworkers
			<input type="checkbox"/> YES <input type="checkbox"/> NO
			<input type="checkbox"/> YES <input type="checkbox"/> NO
			<input type="checkbox"/> YES <input type="checkbox"/> NO
			<input type="checkbox"/> YES <input type="checkbox"/> NO
			<input type="checkbox"/> YES <input type="checkbox"/> NO

.....
Name of Retailer

.....
Registered Office/Principal place of business of retailer in Queensland

.....
Date of Return

.....
Signature

.....
Designation

FORM 2

Section 11(1)

DETAILS TO BE PROVIDED BY RETAILER TO SUPPLIER

Agreement Reference Number:/ 20.... (insert year)
(this number must be used to identify all clothing work in relation to the Agreement in all records required to be kept under this Code)

1. Details of Agreement

Agreement for the supply of clothing products between:

Name of retailer
and
Name of supplier.....

dated on ____/____/____

2. Retailer's details

Retailer's ACN/ARBN
.....ABN.....

Retailer's address

3. Supplier's details

Supplier's ACN/ARBN
.....ABN.....

Supplier's address

Supplier's principal place of business.....

4. Details of clothing products to be supplied

Are the clothing products to be manufactured to retailer's specifications?

YES NO

If yes, describe the clothing products to be supplied (include sufficient detail to identify the clothing products, e.g. size, style, image and/or sketch drawing)

.....

Nature of the work to be performed (e.g. overlocking, machine fusing, etc)

.....

Quantity and type of clothing products to be supplied

3. General information regarding supply of clothing products

Has the supplier provided a copy of the order form for the clothing products?

YES NO

If yes, the order form must be attached with the copy of this document that is kept by the retailer.

4. Commencement of agreement

Agreement to commence on:

- the date on which details are provided by the supplier to the retailer under Form 3; or
- the date of this form

(whichever is later)

.....

Signature

Designation

dated on ____/____/____

NB BOTH THE RETAILER AND THE SUPPLIER ARE TO KEEP A COPY OF THIS DOCUMENT

FORM 3

Section 16(2)

DETAILS TO BE PROVIDED BY SUPPLIER TO RETAILER

Agreement Reference Number:/ 20.... (insert year)
(this number must be used to identify all clothing work in relation to the Agreement in all records required to be kept under this Code)

1. Details of clothing products supplied

Describe the clothing products supplied (include sufficient detail to identify the clothing products, e.g. size, style, image and/or sketch drawing). If the same as specified in Form 2 from the retailer, it is sufficient to write "as per Agreement".

.....

Nature of the work performed (e.g. overlocking, machine fusing, etc)

.....

Quantity and type of clothing products supplied. If the same as specified in Form 2 from the retailer, it is sufficient to write "as per Agreement".

.....

Which of the clothing products were manufactured or worked on in Australia?

.....

Address/es where the work was performed (whether by supplier or any other party)

.....

Address where clothing products were delivered to the retailer

.....

Date of supply to retailer ____/____/____

If the work was performed in a factory and the factory had to be registered or approved under a law, provide details of the registered factory number/approval and the name of the legislation requiring registration /approval

.....

If outworkers were used in the supply of clothing products, provide details of:

(a) the industrial instrument which authorised the supplier to give out work outside the supplier's premises

.....

(b) registration number under clause (a).....

(c) the name and address of each outworker

.....

.....

.....

.....

.....

(d) the name and address of the employer of the outworkers

.....

.....

.....

.....

.....

FORM 3A

Section 10(1)(b)

**UNDERTAKING FROM SUPPLIER TO RETAILER
AS TO THE EMPLOYMENT OF OUTWORKERS UNDER RELEVANT AWARD**

**TO BE COMPLETED IN RESPECT OF CLOTHING PRODUCTS
MANUFACTURED TO RETAILER'S SPECIFICATIONS**

Agreement Reference Number:/ 20.... (insert year)
(this number must be used to identify all clothing work in relation to the Agreement in all records required to be kept under this Code)

I, **(NAME OF SUPPLIER)**
of do hereby agree

(1) that the engagement of outworkers by *me/us and by *my/our contractors will be under conditions that are no less favourable than those prescribed under the following award:

.....; and
(insert name of award)

(2) that all addresses where work is performed on the clothing products (whether at a factory or at the residential address of an outworker) will be disclosed to the retailer; and

(3) that a breach of this undertaking by *me/us and *my/our contractors will be taken to be breach of an essential term of the agreement referred to in Form 2 of this form, and will be grounds for termination of the agreement.

Date of supplier providing details and undertaking to retailer ___/___/___

Signed:.....
.....

Name and title of signatory.....

*Strike out words, which are not applicable

FORM 4

DETAILS TO BE PROVIDED BY THE CONTRACTOR TO THE SUPPLIER

Sections 15(1)(b), 18(1)

This form is to be given to a contractor by the supplier. The supplier must fill in part 1 of the form. The contractor must fill in all other details.

PART 1 – to be completed by the supplier

Agreement Reference Number:/ 20.... (insert year)
(this number must be used to identify all clothing work in relation to the Agreement in all records required to be kept under this Code)

1. Details of Contract

Contract for the supply of clothing products between:

Name of supplier:.....

and

Name of contractor:

dated on ____ / ____ / ____

2. Supplier’s details

Supplier’s ACN/ARBN
..... ABN.....

Supplier’s address

Supplier’s principal place of business.....

.....

3. Contractor’s details

Contractor’s ACN/ARBN
..... ABN.....

Contractor’s address.....

Contractor’s principal place of business*

4. Details of clothing products to be supplied

Describe the clothing products to be supplied (include sufficient detail to identify the clothing products, e.g. size, style, image and/or sketch drawing).

.....

Nature of the work to be performed (e.g. overlocking, machine fusing, etc)

.....

Quantity and type of clothing products to be supplied

PART B – to be completed by the contractor

Describe the clothing products supplied (include sufficient detail to identify the clothing products, e.g. size, style, image and/or sketch drawing). If the same as specified in Part 1, it is sufficient to write “as per Part 1”.

.....

Nature of the work performed (e.g. overlocking, machine fusing, etc)

.....

Quantity and type of clothing products supplied. If the same as specified in Part 1, it is sufficient to write “as per Part 1”.

.....

Address where the work was performed (whether by contractor or any other party)

.....

Address where clothing products were delivered to the supplier

.....

Date of supply to supplier ____/____/____

If the work was performed in a factory and the factory had to be registered or approved under a law, provide details of the registered factory number/approval and the name of the legislation requiring registration /approval.

If outworkers were used in the supply of clothing products, provide details of:

(a) the industrial instrument which authorises the supplier to give out work outside the supplier’s premises

.....

(b) registration number under clause (a).....

(c) the name and address of each outworker

.....
.....
.....
.....
.....

(d) the name and address of the employer of the outworkers

.....
.....
.....
.....
.....

FORM 4A

Section 15(1)(c)

**UNDERTAKING FROM CONTRACTOR TO SUPPLIER
AS TO THE EMPLOYMENT OF OUTWORKERS UNDER RELEVANT AWARD**

Agreement Reference Number:/ 20.... (insert year)

(this number must be used to identify all clothing work in relation to the Agreement in all records required to be kept under this Code)

I.....
(NAME OF CONTRACTOR)

of

do hereby agree

(1) that the engagement of outworkers by *me/us and by *my/our subcontractors will be under conditions that are no less favourable than those prescribed under the following award:

.....; and
(insert name of award)

(2) that all addresses where work is performed on the clothing products (whether at a factory or at the residential address of an outworker) will be disclosed to the retailer; and

(3) that a breach of this undertaking by *me/us and *my/our subcontractors will be taken to be breach of an essential term of the agreement with the supplier and will be grounds for termination of the agreement by the supplier.

Date of contractor providing details and undertaking to supplier ___/___/___

.....
Signed:.....
.....

Name and title of signatory.....

*Strike out words, which are not applicable

Note: A contractor who carries on business outside Queensland must not cause a supplier or retailer to keep within Queensland a copy of any form under this Code which is incomplete, or which contains insufficient information or information that is false or misleading, in relation to details required through this Code.

FORM 5

Section 20(2)

**DECLARATION BY A PERSON ASSUMING OBLIGATION/S AND/ OR
RIGHT/S WITH RESPECT TO AN AGREEMENT BETWEEN THE RETAILER
AND SUPPLIER**

Agreement Reference Number:/ 20.... (insert year)

To.....
NAME OF RETAILER

of.....
ADDRESS OF RETAILER

*I/we.....
NAME/S OF PERSON/S MAKING DECLARATION

of.....and
ADDRESS/ES

do hereby declare that:

*I/we have assumed fromthe obligation/s *and/or
right/s of.....
PERSON'S NAME

in the performance of the agreement datedbetween you and
the

supplier in respect of the delivery of clothing products on (insert date)

The obligation/s *and/or right/s I/we have assumed are:

.....
.....

***I/We are authorised to make this declaration.**

.....
Signature

.....
Signature

.....
Title

.....
Title

Date ____/____/____

*Strike out words that are not applicable

FORM 6

Section 20(3)

**DECLARATION BY A PERSON
TRANSFERRING OBLIGATIONS AND/ OR RIGHTS
WITH RESPECT TO AN AGREEMENT
BETWEEN A RETAILER AND SUPPLIER**

Agreement Reference Number:/ 20... (insert year)

To.....
NAME OF RETAILER

of.....
ADDRESS OF RETAILER

*I/we.....
NAME/S OF PERSON/S MAKING DECLARATION

of.....
ADDRESS/ES

do hereby declare that:

*I/we have transferred

to
(NAME OF TRANSFEREE)

of.....
(ADDRESS OF TRANSFEREE)

My/our obligations *and/or rights in the performance of the agreement dated

____/____/____

between you and
(NAME OF SUPPLIER)

in respect of the supply of clothing products on ____/____/____

The obligation/s *and/or right/s to be transferred, or which have been transferred, under the agreement are:

.....
.....

***I/We are authorised to make this declaration.**

.....
Signature

.....
Signature

.....
Designation

.....
Designation

Date ____ / ____ / ____

*Strike out words that are not applicable

FORM 7

Section 20(4)

**DECLARATION BY SUCCESSOR
(ENGAGEMENT OF OUTWORKERS)**

Agreement Reference Number:/ 20.... (insert year)

COPY TO BE GIVEN TO RETAILER AND SUPPLIER

To.....
NAME OF RETAILER

of.....
ADDRESS OF RETAILER

*I/we.....
NAME/S OF SUCCESSOR

of.....
ADDRESS/ES

do hereby declare that:

1. In respect of an agreement between the supplier and you dated ___/___/___
work *is to be/has been performed by outworkers engaged by

.....
(NAME OF PERSON ENGAGING OUTWORKERS)

under the provisions of
(NAME OF AWARD OR OTHER STATUTORY INSTRUMENT)

2. The following arrangements have been made
by..... (PERSON ENGAGING OUTWORKERS)
for the payment of lawful entitlements to outworkers:

.....
.....

***I/We are authorised to make this declaration.**

.....
Signature

.....
Signature

.....
Designation

.....
Designation

Date ____/____/____

*Strike out words that are not applicable

FORM 8

NOTICE TO PRODUCE RECORDS

Section 23

To:

.....
(NAME OF PERSON REQUIRED TO PRODUCE RECORDS)

You are hereby required under section 373A of the *Industrial Relations Act 1999* (Qld) to produce to me *or another inspector/authorised industrial officer the records required to be kept by you under the Mandatory Code of Practice for Outworkers in the Clothing Industry (the Code)

on (INSERT DATE)..... at (INSERT TIME)
.....

at (INSERT ADDRESS WHERE PRODUCTION OF RECORDS IS REQUIRED)

.....
.....

Please note that section 373A of the *Act* prescribes a maximum penalty of 27 penalty units for failing to comply.

.....
Signature of Person giving the Notice

.....
Print Name of Person giving the Notice

.....
Print Title of Person giving the Notice
(*An inspector or authorised industrial officer)

.....
Date of Notice

* Strike out words, which are not applicable