

## NOTICE OF FILING

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### Details of Filing

Document Lodged:	Statement of Claim - Form 17 - Rule 8.06(1)(a)
File Number:	VID488/2020
File Title:	PAUL BRADSHAW & ANOR v BSA LIMITED
Registry:	VICTORIA REGISTRY - FEDERAL COURT OF AUSTRALIA



Dated: 30/10/2020 2:39:22 PM AEDT

A handwritten signature in blue ink, reading "Sia Lagos".

Registrar

### Important Information

As required by the Court's Rules, this Notice has been inserted as the first page of the document which has been accepted for electronic filing. It is now taken to be part of that document for the purposes of the proceeding in the Court and contains important information for all parties to that proceeding. It must be included in the document served on each of those parties.

The date and time of lodgment also shown above are the date and time that the document was received by the Court. Under the Court's Rules the date of filing of the document is the day it was lodged (if that is a business day for the Registry which accepts it and the document was received by 4.30 pm local time at that Registry) or otherwise the next working day for that Registry.

Federal Court of Australia  
District Registry: Victoria  
Division: Fair Work

No. VID488 of 2020



**Paul Bradshaw** and another  
Applicants

**BSA Limited (ACN 088 412 748)**  
Respondent

## **AND BETWEEN**

**BSA Limited (ACN 088 412 748)**  
Cross-Claimant (First Cross-claim)

**Paul Bradshaw**  
First Cross-Respondent (First Cross-claim)

**Southern Electrical and Data Pty Ltd (ACN) 090 860 549**  
Second Cross-Respondent (First Cross-claim)

## **STATEMENT OF CROSS-CLAIM AGAINST PAUL BRADSHAW AND SOUTHERN ELECTRICAL AND DATA PTY LTD**

1. By a Statement of Claim dated 23 July 2020 (**SOC**), the Applicant and First Respondent by Cross-Claim (**Bradshaw**) claims against the Respondent and Cross-Claimant (**BSA**) that:
  - (a) he was an employee of BSA and entitled to be remunerated, and to receive other benefits and entitlements (including annual leave, personal leave and various allowances under the *Telecommunications Services Award 2010*);
  - (b) he is entitled to be paid compensation by BSA under s 545(1) of the *Fair Work Act 2009* (Cth) (**Fair Work Act**), including an amount to put him in the position he would have been in, had he been treated as an employee;

- (c) BSA is liable to pay to him a pecuniary penalty under s 546 of the Fair Work Act; and
- (d) (in the alternative), if he was an independent contractor and not an employee (as is his primary case) that the contracts he alleges existed between him and BSA were unfair or harsh within the meaning of s 12 of the *Independent Contractors' Act 2006* (Cth) (**IC Act**), and should be varied under s 16 of that Act such that he be paid an amount to put him the position he would have been in had he been an employee of BSA.

### Particulars

The SOC is in writing and a copy of it will be served on the Second Respondent by Cross-Claim with the Cross-Claim.

2. By its Defence (which BSA relies upon), BSA denies Bradshaw's claim and says instead that:
  - (a) BSA entered into agreements with incorporated entities for the provision of services; and
  - (b) one of those entities was the Second Respondent by Cross-Claim (**SEDP**).
3. BSA makes the allegations in the paragraphs below if, contrary to its Defence:
  - (a) Bradshaw was an employee of BSA; or
  - (b) Bradshaw personally had a contractual relationship with BSA pursuant to which he was an independent contractor and BSA is liable to pay any amount to Bradshaw.
4. BSA is:
  - (a) a corporation; and
  - (b) able to sue and be sued.
5. Bradshaw:
  - (a) is a natural person;
  - (b) is able to sue and be sued;
  - (c) is the First Applicant in the primary proceeding;

- (d) was, at all material times, the sole director and shareholder of SEDP; and
- (e) at all material times, controlled, and was the sole person beneficially interested in, SEDP.

6. SEDP was:

- (a) at all relevant times, a corporation;
- (b) able (subject to reinstatement) to sue and be sued; and

#### Particulars

SEDP was deregistered by the Australian Securities and Investments Commission on or about 7 November 2018, pursuant to s 601AA of the *Corporations Act 2001* (Cth) (**Corporations Act**).

The Cross-Claimant will apply to the Court to have SEDP reinstated pursuant to s 601AH of the Corporations Act.

- (c) incorporated on or about 9 December 1999.
7. On or about 15 July 2014, BSA entered into the BSA Master Service Agreement with SEDP for the provision of services by SEDP as an independent contractor (**Master Service Agreement**).

#### Particulars

The Master Service Agreement is available for inspection.

8. The Master Service Agreement was signed by Bradshaw:
- (a) on behalf of SEDP; and
  - (b) in his capacity as sole director of SEDP.
9. Between about 21 July 2014 and 15 July 2018:
- (a) Bradshaw performed services or held himself out as performing services on behalf of SEDP (the **Services**);
  - (b) invoices in respect of the Services were issued under the entity name of SEDP for payment by BSA (the **Invoices**); and
  - (c) BSA made fortnightly payments to SEDP in consideration of the Services (**the Payments**).

### Particulars

A schedule settling out payments made by BSA to SEDP in respect of the Services is annexed to this pleading and marked Annexure 1.

10. Further to paragraph 9, SEDP charged BSA and BSA paid, amounts in respect of GST (**GST Payments**).

### Particulars

The "GST" column of Annexure 1 sets out the GST Payments made by BSA to SEDP.

11. In the premises:
- (a) SEDP received the benefit of the Payments and the GST Payments; further or alternatively;
  - (b) as sole director and person with a beneficial interest in SEDP, Bradshaw received the benefit of the Payments and the GST Payments; and
  - (c) Further to (b) or alternatively to (a), Bradshaw requested that the Payments and the GST Payments be directed to SEDP.

### Particulars

The request is inferred or implied from the fact that Bradshaw executed the Master Service Agreement and permitted the issuing of the Invoices in the name of SEDP.

### Indemnity and negligence

12. The Master Service Agreement contained, *inter alia*, the following express terms:
- (a) SEDP was required to pay all costs incidental to its engagement of personnel (including Bradshaw) including all wages, salaries, bonuses, penalties, loadings, allowances, leave entitlements subject to law (*clause 4.2(f)*);
  - (b) SEDP must comply with all requirements prescribed by law or instrument applicable to its personnel (including Bradshaw) including, but not limited to, industrial relations legislation and industrial instruments such as enterprise agreements or modern awards (*clause 4.2(g)*);

- (c) SEDP indemnified BSA against all losses, claims, costs, demands, liabilities, damages, fines, penalties or expenses that BSA suffers or incurs under any law (having the effect of imposing on BSA the liability to pay Bradshaw for alleged unpaid employee entitlements) relating to any failure by SEDP to pay any remuneration that has not been paid to Bradshaw as required under any law for work done in connection with the Master Service Agreement (*clause 17(b)*); and
  - (d) SEDP indemnified, and held BSA harmless, against any and all losses suffered or incurred by BSA relating to, inter alia:
    - (i) a contravention of law or statutory obligation by BSA as a result of an act or omission by SEDP (*clause 28.1(b)(ii)*);
    - (ii) any claim by a third party arising out of or in connection with any breach by SEDP of the Master Service Agreement or any act or omission of SEDP (whether negligent or not) (*clause 28.1(c)*); and
    - (iii) an act or omission of SEDP (*clause 28.1(e)*).
13. In the premises, as SEDP engaged Bradshaw to perform work at all material times between 21 July 2014 and 15 July 2018, SEDP was obliged to ensure that:
- (a) Bradshaw was paid all wages, salaries, bonuses, penalties, loadings, allowances, leave entitlements to which he was entitled in the performance of that work; and
  - (b) it complied with all requirements prescribed by law or instrument applicable to the engagement of Bradshaw to perform that work including, if applicable, the *Telecommunications Services Award 2010*.
14. In the premises pleaded in the SOC, Bradshaw claims that:
- (a) he was not relevantly paid certain wages, penalties, allowances and leave entitlements alleged to be owing to him; and
  - (b) BSA was, and is, liable for making such payments to him.
15. In the premises, Bradshaw's claims against BSA arise because SEDP has failed to ensure:

- (a) that Bradshaw was paid all wages, salaries, bonuses, penalties, loadings, allowances, leave entitlements to which he was entitled; and
  - (b) it complied with all requirements prescribed by law or instruments applicable to the engagement of Bradshaw to perform that work including, if applicable, the *Telecommunications Services Award 2010*.
- 16. In the premises, if (which is denied) BSA is found to be liable to Bradshaw for the entitlements and amounts claimed by him:
  - (a) such liability arises from SEDP's failures pleaded in paragraph 15 above;
  - (b) such liability will be a loss suffered or incurred by BSA:
    - (i) by reason of the failure by SEDP to pay all costs incidental to its engagement of Bradshaw including all wages, salaries, bonuses, penalties, loadings, allowances, leave entitlements subject to law;
    - (ii) by reason of SEDP's failure to comply with all requirements prescribed by law or instrument applicable to Bradshaw including, but not limited to, industrial relations legislation and industrial instruments such as enterprise agreements or modern awards relating to a contravention of a law or statutory obligation arising as a result of SEDP's acts or omissions in failing to ensure that SEDP complied with all requirements prescribed by law or instrument applicable to the engagement of Bradshaw to perform that work including, if applicable, the *Telecommunications Services Award 2010*;
    - (iii) as a result of a third party, Bradshaw, making claims against BSA arising out of or in connection with a failure by SEDP to ensure the matters pleaded in paragraph 13; and
    - (iv) relating to SEDP's failure to ensure the matters pleaded in paragraph 13.
- 17. In the premises, if (which is denied) BSA is found to be liable to Bradshaw for the entitlements and amounts claimed by him:

- (a) SEDP has breached clauses 4.2(f) and/or 4.2(g) of the Master Services Agreement and is liable to compensate BSA for the entitlements and amounts payable to Bradshaw; and/or
- (b) SEDP is liable to indemnify BSA and hold it harmless against any such liability pursuant to clause 28 of the Master Services Agreement.

### **Restitution Claim**

18. BSA made the Payments and the GST Payments and SEDP received the Payments and the GST Payments on the basis that:
  - (a) the Services were and were to be provided to it by SEDP as an independent contractor and not by Bradshaw personally, whether as an employee or independent contractor;
  - (b) BSA did not have a contractual relationship with Bradshaw personally; and
  - (c) BSA had no liability to pay Bradshaw any wages, salaries, bonuses, penalties, loadings, allowances or leave entitlements in respect of the Services.
19. If Bradshaw succeeds in the claims he makes against BSA, it will follow:
  - (a) that some or all of the matters referred to in paragraph 18 were wrong;
  - (b) that BSA and SEDP were under a common mistake of a material fact; and
  - (c) that the Master Services Agreement should be set aside as void in equity; and
  - (d) that BSA made the Payments and the GST Payments:
    - (i) under a mistake of fact, further or alternatively, under a mistake of law; and
    - (ii) for consideration that has wholly failed, where SEDP did not provide any service.
20. In the circumstances set out in paragraph 19 above, SEDP, alternatively Bradshaw, have been unjustly enriched by:
  - (a) in SEDP's case, receiving the benefit of the Payments and the GST Payments; and



- (b) in Bradshaw's case, as sole controller and beneficial owner of SEDP;
  - (i) by directing the Payments and GST Payments to SEDP; and
  - (ii) alternatively, by receiving the benefit of the Payments and GST Payments.

21. In the premises, BSA is entitled to be repaid the amount of the Payments and the GST Payments from SEDP, further or alternatively, from Bradshaw.

### **Misleading and deceptive conduct**

22. Between 21 July 2014 and 15 July 2018, SEDP, through its conduct, represented to BSA that:

- (a) SEDP was providing the Services to BSA as an independent contractor; and
- (b) services provided to BSA were being provided by SEDP in the capacity of an independent contractor, and not by Bradshaw:
  - (i) in the capacity of an employee; or
  - (ii) personally as an independent contractor.

(the **Representations**)

### **Particulars**

- i. the Master Service Agreement was entered into by SEDP, was duly executed and contained statements to the effect that the services were being provided by SEDP as an independent contractor. Specifically:
  - A. Clause 4.2(b) of the Master Service Agreement stated that:  
*"The Contractor acknowledges and agrees that in providing the Services to BSA it is doing so as an independent contracting company and that nothing in this Agreement or the provision of the Services shall constitute or create a relationship of employer and employee, principal and agent or partnership or joint venture or trust between BSA and [SEDP] or BSA and [Bradshaw]."*
  - B. Clause 4.2(c) of the Master Service Agreement required that prior to commencing the provision of the Services, SEDP execute a Payroll Tax Declaration stating *inter alia* that *"neither the Contractor, nor any Director or employee of the Contractor is an employee of BSA Limited"*.

- C. Clause 4.2(i) of the Master Service Agreement required that SEDP not, and ensure that Bradshaw did not, *"imply or hold out to any third party that it is, or they are, employees, of BSA, or create a relationship of employer and employee, principal and agent, partnership, joint venture or trust, and without limiting such obligation neither the Contractor nor any of its Personnel shall be entitled to bind or purport to bind BSA in any way"*;
- ii. the Invoices in respect of the services performed pursuant to the Master Service Agreement were issued in the name of SEDP;
  - iii. Payments and GST Payments in respect of the services were made by BSA to SEDP and were accepted by SEDP;
  - iv. SEDP did not, at any time prior to filing the Statement of Claim in the primary proceedings on 23 July 2020, advise BSA that, despite entering into the Master Service Agreement with BSA, it was not in fact providing services to BSA; and
  - v. any conduct engaged in by Bradshaw on behalf of SEDP that caused or contributed to the Representations is attributed to SEDP by virtue of ss 84(2) and/or 139B(2) of the *Competition and Consumer Act 2010* (Cth) and/or s 196(2) of the *Australian Consumer Law and Fair Trading Act 2012* (Vic) (the **Fair Trading Act**).
23. Further or alternatively, the Representations were made by Bradshaw.

### Particulars

Bradshaw:

- i. authorised and permitted the Master Service Agreement to be executed by him on behalf of SEDP, and not by him personally;
  - ii. agreed, purportedly on behalf of SEDP, that SEDP would provide services to SEDP as an independent contractor;
  - iii. issued the Invoices in respect of the services performed pursuant to the Master Service Agreement in the name of SEDP;
  - iv. accepted the Payments and the GST Payments made to SEDP, on behalf of SEDP; and
  - v. did not, at any time prior to filing the Statement of Claim in the primary proceedings on 23 July 2020, advise BSA that he considered himself to be an employee of BSA, or independent contractor in his personal capacity, and was providing services on that basis.
24. The Representations were:
- (a) made by SEDP in trade or commerce for the purposes of s 18 of the *Australian Consumer Law* being Sch 2 to the *Competition and Consumer*

*Act 2010 (Cth)* (**ACL Cth**) and s 18 of the *Australian Consumer Law (Victoria)* (**ACL Vic**) as applied by s 8 of the Fair Trading Act; and

(b) continuing representations from 15 July 2014 until on or about 25 June 2018.

25. Further or alternatively, the Representations were:

(a) made by Bradshaw in trade or commerce for the purposes of s 18 of the ACL Vic;

(b) continuing representations from 15 July 2014 until on or about 25 June 2018.

26. If Bradshaw succeeds in the claims he makes against BSA, it will follow that one or more of the Representations was not true and that:

(a) SEDP engaged in misleading or deceptive conduct or conduct which was likely to mislead or deceive, and thereby contravened s 18 of the ACL Cth and s 18 of the ACL Vic; further or alternatively;

(b) Bradshaw engaged in misleading or deceptive conduct or conduct which was likely to mislead or deceive, and thereby contravened s 18 of the ACL Vic.

27. In the event that SEDP contravened:

(a) s 18 of the ACL Cth, Bradshaw was a person involved in the contravention for the purposes of ss 2 and 236 of the ACL Cth;

(b) s 18 of the ACL Vic, Bradshaw:

(i) was a person involved in the contravention for the purposes of ss 2 and 236 of the ACL Vic; and

(ii) is deemed under s 195 of the Fair Trading Act to have contravened the same provision on the basis that he knowingly authorised or permitted the contravention.

### **Particulars**

The particulars to paragraph 23 are repeated.

28. In the event that Bradshaw contravened s 18 of the ACL Vic, SEDP was a person involved in the contravention for the purposes of ss 2 and 236 of the ACL Vic, further or alternatively s 217 of the Fair Trading Act.

29. BSA, in reliance on the Representations, acted to its detriment by making the Payments and GST Payments.
30. In the premises, if BSA is ordered to pay any compensation to Bradshaw, BSA will have suffered loss or damage because of the contravening conduct of SEDP, further or alternatively, of Bradshaw, and is entitled to compensation against them (including on the basis that each was involved in any contravention by the other) under s 236 of the ACL Cth and the ACL Vic further or alternatively s 217 of the Fair Trading Act.

### Particulars

BSA's loss or damage comprises the amount of the Payments and GST Payments, or, if any compensation awarded to Bradshaw is limited to the difference between the amounts he would have received as an employee (or as an independent contractor) in his personal capacity and the amounts paid to SEDP, BSA's loss or damage will be limited to that difference.

AND BSA cross-claims against Bradshaw and SEDP, seeking:

- A. Indemnity from SEDP in respect of any payment which BSA is found liable to pay to Bradshaw as pleaded in the proceeding.
- B. Further or alternatively
  - (a) a declaration that the Master Services Agreement is void in equity; and/or
  - (b) restitution in the sum of the Payments and the GST Payments.
- C. Declarations, pursuant to s 163A of the *Competition and Consumer Act 2010* (Cth), s 216 of the Fair Trading Act, and/or s 21 of the *Federal Court Act 1976* (Cth) (**FC Act**), that SEDP:
  - (a) contravened s 18 of the ACL Cth;
  - (b) contravened s 18 of the ACL Vic; and
  - (c) was involved in any contravention by Bradshaw of the ACL Vic.
- D. Declarations, pursuant to s 163A of the *Competition and Consumer Act 2010* (Cth), s 216 of the Fair Trading Act, and/or s 21 of the FC Act, that Bradshaw.
  - (a) contravened s 18 of the ACL Vic; and
  - (b) was involved:

- (i) in any contravention by SEDP of the ACL Vic, further and alternatively;
  - (ii) in any contravention by SEDP of the ACL Cth.
- E. Further or alternatively to paragraphs A and B above, compensation pursuant to s 236 of the ACL Cth and ACL Vic, alternatively, s 217 of the Fair Trading Act.
- F. Interest pursuant to statute.
- G. Costs.
- H. Such further or other orders as the Court deems fit.

**ANNEXURE 1 TO THE CROSS-CLAIM AGAINST PAUL BRADSHAW AND SOUTHERN ELECTRICAL AND DATA PTY LTD**

Date	Payee	Invoice	Amount Paid (\$) Excl. GST	GST	Amount Paid (\$) incl. GST
11/08/2014	SOUTHERN ELECTRICAL AND DATA PTY. LTD.	OPT-O725-13000	2,098	209.77	2,307.51
25/08/2014	SOUTHERN ELECTRICAL AND DATA PTY. LTD.	OPT-O725-13001	5,133	513.30	5,646.28
8/09/2014	SOUTHERN ELECTRICAL AND DATA PTY. LTD.	OPT-O725-13002	5,084	508.44	5,592.82
8/09/2014	SOUTHERN ELECTRICAL AND DATA PTY. LTD.	OPT-O725-13003	53	5.26	57.87
20/09/2014	SOUTHERN ELECTRICAL AND DATA PTY. LTD.	OPT-O725-13004	4,601	460.08	5,060.92
6/10/2014	SOUTHERN ELECTRICAL AND DATA PTY. LTD.	OPT-O725-13005	3,739	373.87	4,112.61
20/10/2014	SOUTHERN ELECTRICAL AND DATA PTY. LTD.	OPT-O725-13006	3,250	324.96	3,574.55
3/11/2014	SOUTHERN ELECTRICAL AND DATA PTY. LTD.	OPT-O725-13007	4,390	439.03	4,829.30
17/11/2014	SOUTHERN ELECTRICAL AND DATA PTY. LTD.	OPT-O725-13008	3,674	367.41	4,041.54
1/12/2014	SOUTHERN ELECTRICAL AND DATA PTY. LTD.	OPT-O725-13009	3,992	399.18	4,391.02
15/12/2014	SOUTHERN ELECTRICAL AND DATA PTY. LTD.	OPT-O725-13010	4,393	439.35	4,832.80
29/12/2014	SOUTHERN ELECTRICAL AND DATA PTY. LTD.	OPT-O725-13011	5,613	561.26	6,173.82
12/01/2015	SOUTHERN ELECTRICAL AND DATA PTY. LTD.	OPT-O725-13012	3,727	372.72	4,099.95
24/01/2015	SOUTHERN ELECTRICAL AND DATA PTY. LTD.	OPT-O725-13013	2,131	213.09	2,343.97
8/02/2015	SOUTHERN ELECTRICAL AND DATA PTY. LTD.	OPT-O725-13014	5,259	525.86	5,784.41
20/02/2015	SOUTHERN ELECTRICAL AND DATA PTY. LTD.	OPT-O725-13015	5,164	516.45	5,680.92
22/02/2015	SOUTHERN ELECTRICAL AND DATA PTY. LTD.	OPT-O725-13016	252	25.22	277.38
9/03/2015	SOUTHERN ELECTRICAL AND DATA PTY. LTD.	OPT-O725-13017	4,456	445.57	4,901.25

23/03/2015	SOUTHERN ELECTRICAL AND DATA PTY. LTD.	OPT-O725-13018	6,169	616.86	6,785.44
4/04/2015	SOUTHERN ELECTRICAL AND DATA PTY. LTD.	OPT-O725-13019	4,832	483.21	5,315.28
20/04/2015	SOUTHERN ELECTRICAL AND DATA PTY. LTD.	OPT-O725-13020	5,325	532.52	5,857.73
4/05/2015	SOUTHERN ELECTRICAL AND DATA PTY. LTD.	OPT-O725-13021	4,069	406.92	4,476.14
18/05/2015	SOUTHERN ELECTRICAL AND DATA PTY. LTD.	OPT-O725-13022	4,062	406.24	4,468.61
1/06/2015	SOUTHERN ELECTRICAL AND DATA PTY. LTD.	OPT-O725-13023	4,470	446.97	4,916.63
15/06/2015	SOUTHERN ELECTRICAL AND DATA PTY. LTD.	OPT-O725-13024	3,441	344.10	3,785.10
1/07/2015	SOUTHERN ELECTRICAL AND DATA PTY. LTD.	OPT-O725-13025	2,499	249.86	2,748.42
13/07/2015	SOUTHERN ELECTRICAL AND DATA PTY. LTD.	OPT-O725-13026	4,151	415.15	4,566.63
27/07/2015	SOUTHERN ELECTRICAL AND DATA PTY. LTD.	OPT-O725-13027	4,809	480.88	5,289.71
10/08/2015	SOUTHERN ELECTRICAL AND DATA PTY. LTD.	OPT-O725-13028	3,095	309.54	3,404.96
24/08/2015	SOUTHERN ELECTRICAL AND DATA PTY. LTD.	OPT-O725-13029	3,833	383.32	4,216.49
7/09/2015	SOUTHERN ELECTRICAL AND DATA PTY. LTD.	OPT-O725-13030	4,734	473.36	5,206.96
21/09/2015	SOUTHERN ELECTRICAL AND DATA PTY. LTD.	OPT-O725-13031	4,178	417.76	4,595.38
6/10/2015	SOUTHERN ELECTRICAL AND DATA PTY. LTD.	OPT-O725-13032	2,366	236.55	2,602.06
19/10/2015	SOUTHERN ELECTRICAL AND DATA PTY. LTD.	OPT-O725-13033	3,680	368.01	4,048.15
31/10/2015	SOUTHERN ELECTRICAL AND DATA PTY. LTD.	OPT-O725-13034	3,828	382.78	4,210.58
14/11/2015	SOUTHERN ELECTRICAL AND DATA PTY. LTD.	OPT-O725-13035	3,305	330.50	3,635.48
30/11/2015	SOUTHERN ELECTRICAL AND DATA PTY. LTD.	OPT-O725-13036	3,723	372.28	4,095.08
11/12/2015	SOUTHERN ELECTRICAL AND DATA PTY. LTD.	OPT-O725-13037	3,672	367.18	4,039.02
22/12/2015	SOUTHERN ELECTRICAL AND DATA PTY. LTD.	OPT-O725-13038	5,349	534.93	5,884.20
8/01/2016	SOUTHERN ELECTRICAL AND DATA PTY. LTD.	OPT-O725-13039	3,932	393.18	4,324.94
22/01/2016	SOUTHERN ELECTRICAL AND DATA PTY. LTD.	OPT-O725-13040	2,147	214.72	2,361.88

5/02/2016	SOUTHERN ELECTRICAL AND DATA PTY. LTD.	OPT-O725-13041	4,220	422.05	4,642.51
19/02/2016	SOUTHERN ELECTRICAL AND DATA PTY. LTD.	OPT-O725-13042	4,025	402.50	4,427.49
5/03/2016	SOUTHERN ELECTRICAL AND DATA PTY. LTD.	OPT-O725-13043	4,793	479.27	5,271.99
21/03/2016	SOUTHERN ELECTRICAL AND DATA PTY. LTD.	OPT-O725-13044	5,221	522.12	5,743.28
4/04/2016	SOUTHERN ELECTRICAL AND DATA PTY. LTD.	OPT-O725-13045	4,239	423.94	4,663.34
16/04/2016	SOUTHERN ELECTRICAL AND DATA PTY. LTD.	OPT-O725-13046	4,161	416.13	4,577.38
29/04/2016	SOUTHERN ELECTRICAL AND DATA PTY. LTD.	OPT-O725-13047	5,433	543.27	5,975.93
16/05/2016	SOUTHERN ELECTRICAL AND DATA PTY. LTD.	OPT-O725-13048	3,544	354.36	3,897.97
30/05/2016	SOUTHERN ELECTRICAL AND DATA PTY. LTD.	OPT-O725-13049	4,158	415.84	4,574.25
10/06/2016	SOUTHERN ELECTRICAL AND DATA PTY. LTD.	OPT-O725-13050	2,406	240.57	2,646.28
23/06/2016	SOUTHERN ELECTRICAL AND DATA PTY. LTD.	OPT-O725-13051	2,977	297.68	3,274.50
11/07/2016	SOUTHERN ELECTRICAL AND DATA PTY. LTD.	OPT-O725-13052	3,730	373.04	4,103.47
25/07/2016	SOUTHERN ELECTRICAL AND DATA PTY. LTD.	OPT-O725-13053	4,019	401.91	4,421.04
7/08/2016	SOUTHERN ELECTRICAL AND DATA PTY. LTD.	OPT-O725-13054	3,502	350.19	3,852.08
20/08/2016	SOUTHERN ELECTRICAL AND DATA PTY. LTD.	OPT-O725-13055	4,199	419.93	4,619.24
4/09/2016	SOUTHERN ELECTRICAL AND DATA PTY. LTD.	OPT-O725-13056	3,535	353.51	3,888.57
19/09/2016	SOUTHERN ELECTRICAL AND DATA PTY. LTD.	OPT-O725-13057	3,214	321.45	3,535.93
29/09/2016	SOUTHERN ELECTRICAL AND DATA PTY. LTD.	OPT-O725-13058	3,916	391.58	4,307.34
17/10/2016	SOUTHERN ELECTRICAL AND DATA PTY. LTD.	OPT-O725-13059	4,043	404.32	4,447.51
29/10/2016	SOUTHERN ELECTRICAL AND DATA PTY. LTD.	OPT-O725-13061	233	23.27	255.99
30/10/2016	SOUTHERN ELECTRICAL AND DATA PTY. LTD.	OPT-O725-13060	3,157	315.67	3,472.40
14/11/2016	SOUTHERN ELECTRICAL AND DATA PTY. LTD.	OPT-O725-13062	4,113	411.25	4,523.76
25/11/2016	SOUTHERN ELECTRICAL AND DATA PTY. LTD.	OPT-O725-13063	3,777	377.72	4,154.94



12/12/2016	SOUTHERN ELECTRICAL AND DATA PTY. LTD.	OPT-O725-13064	4,825	482.55	5,308.02
23/12/2016	SOUTHERN ELECTRICAL AND DATA PTY. LTD.	OPT-O725-13065	4,252	425.22	4,677.44
8/01/2017	SOUTHERN ELECTRICAL AND DATA PTY. LTD.	OPT-O725-13066	4,570	456.96	5,026.58
10/01/2017	SOUTHERN ELECTRICAL AND DATA PTY. LTD.	OPT-O725-13067	214	21.42	235.58
23/01/2017	SOUTHERN ELECTRICAL AND DATA PTY. LTD.	OPT-O725-13068	1,745	174.48	1,919.25
6/02/2017	SOUTHERN ELECTRICAL AND DATA PTY. LTD.	OPT-O725-13069	5,415	541.53	5,956.83
21/02/2017	SOUTHERN ELECTRICAL AND DATA PTY. LTD.	OPT-O725-13070	4,050	404.95	4,454.47
6/03/2017	SOUTHERN ELECTRICAL AND DATA PTY. LTD.	OPT-O725-13071	4,428	442.77	4,870.42
20/03/2017	SOUTHERN ELECTRICAL AND DATA PTY. LTD.	OPT-O725-13072	4,533	453.27	4,985.99
1/04/2017	SOUTHERN ELECTRICAL AND DATA PTY. LTD.	OPT-O725-13073	3,577	357.69	3,934.55
3/04/2017	SOUTHERN ELECTRICAL AND DATA PTY. LTD.	OPT-O725-13074	521	52.15	573.63
15/04/2017	SOUTHERN ELECTRICAL AND DATA PTY. LTD.	OPT-O725-13075	4,359	435.89	4,794.82
30/04/2017	SOUTHERN ELECTRICAL AND DATA PTY. LTD.	OPT-O725-13076	4,769	476.88	5,245.63
16/05/2017	SOUTHERN ELECTRICAL AND DATA PTY. LTD.	OPT-O725-13077	4,590	458.97	5,048.64
29/05/2017	SOUTHERN ELECTRICAL AND DATA PTY. LTD.	OPT-O725-13078	5,199	519.93	5,719.20
12/06/2017	SOUTHERN ELECTRICAL AND DATA PTY. LTD.	OPT-O725-13079	733	73.28	806.08
13/11/2017	SOUTHERN ELECTRICAL AND DATA PTY. LTD.	OPT-O725-13080	547	54.72	601.88
27/11/2017	SOUTHERN ELECTRICAL AND DATA PTY. LTD.	OPT-O725-13081	917	91.68	1,008.46
28/11/2017	SOUTHERN ELECTRICAL AND DATA PTY. LTD.	OPT-O725-13082	182	18.16	199.75
12/12/2017	SOUTHERN ELECTRICAL AND DATA PTY. LTD.	OPT-O725-13083	1,246	124.56	1,370.14
14/12/2017	SOUTHERN ELECTRICAL AND DATA PTY. LTD.	OPT-O725-13084	171	17.14	188.56
20/12/2017	SOUTHERN ELECTRICAL AND DATA PTY. LTD.	OPT-O725-13085	2,299	229.87	2,528.58
8/01/2018	SOUTHERN ELECTRICAL AND DATA PTY. LTD.	OPT-O725-13086	1,557	155.68	1,712.43

9/01/2018	SOUTHERN ELECTRICAL AND DATA PTY. LTD.	OPT-O725-13087	678	67.78	745.62
22/01/2018	SOUTHERN ELECTRICAL AND DATA PTY. LTD.	OPT-O725-13088	1,074	107.36	1,180.96
5/02/2018	SOUTHERN ELECTRICAL AND DATA PTY. LTD.	OPT-O725-13089	2,435	243.50	2,678.54
19/02/2018	SOUTHERN ELECTRICAL AND DATA PTY. LTD.	OPT-O725-13090	3,112	311.16	3,422.74
5/03/2018	SOUTHERN ELECTRICAL AND DATA PTY. LTD.	OPT-O725-13091	2,192	219.17	2,410.82
19/03/2018	SOUTHERN ELECTRICAL AND DATA PTY. LTD.	OPT-O725-13092	2,781	278.13	3,059.44
21/03/2018	SOUTHERN ELECTRICAL AND DATA PTY. LTD.	OPT-O725-13093	57	5.73	63.01
3/04/2018	SOUTHERN ELECTRICAL AND DATA PTY. LTD.	OPT-O725-13094	572	57.19	629.07
13/04/2018	SOUTHERN ELECTRICAL AND DATA PTY. LTD.	OPT-O725-13095	773	77.33	850.62
16/04/2018	SOUTHERN ELECTRICAL AND DATA PTY. LTD.	OPT-O725-13096	2,933	293.32	3,226.49
18/04/2018	SOUTHERN ELECTRICAL AND DATA PTY. LTD.	OPT-O725-13097	1,022	102.22	1,124.38
30/04/2018	SOUTHERN ELECTRICAL AND DATA PTY. LTD.	OPT-O725-13098	2,798	279.76	3,077.36
14/05/2018	SOUTHERN ELECTRICAL AND DATA PTY. LTD.	OPT-O725-13099	3,587	358.72	3,945.87
27/05/2018	SOUTHERN ELECTRICAL AND DATA PTY. LTD.	OPT-O725-13100	3,093	309.35	3,402.80
7/06/2018	SOUTHERN ELECTRICAL AND DATA PTY. LTD.	OPT-O725-13101	2,680	267.98	2,947.78
25/06/2018	SOUTHERN ELECTRICAL AND DATA PTY. LTD.	OPT-O725-13102	49	4.91	54.01
			<b>339,824.85</b>	<b>33,982.49</b>	<b>373,807.34</b>

