



# Enforceable Undertaking

## Chapter 10.1A

Heavy Vehicle National Law

The commitments in this enforceable undertaking are offered  
to the National Heavy Vehicle Regulator

By

Mr Michel Saada



## **Part 1 Executive summary**

### **Section 1 Agreed actions**

1. The terms mentioned within this Enforceable Undertaking are accepted and agreed to be complied with by Michel Saada.
2. The National Heavy Vehicle Regulator consents to the Enforceable Undertaking and agrees to withdraw the charges against Michel Saada listed within Case [REDACTED]

### **Section 2 Total cost of actions**

3. Cost to enroll in Fatigue For Schedulers with Natwide Training Australian (certificate of attainment) \$200
4. Design and place a quarter page advertisement with The Fleurieu Sun - \$625
5. Donation to Road Trauma Support Team – South Australia \$500
6. Implement an EWD with Log Master Australia for 12 months - \$100

Total Costs of Actions: \$1425

## Part 2 General information

### Section 1 Purpose

7. The purpose of this enforceable undertaking is to document the undertakings offered to the National Heavy Vehicle Regulator (NHVR) pursuant to Chapter 10.1A of the Heavy Vehicle National Law (HVNL) in connection with a matter relating to an alleged contravention of the HVNL.

### Section 2 Details

8. The commitments in this enforceable undertaking are offered to the NHVR by Michel Saada.
9. This enforceable undertaking is given on the day and date that it is accepted and signed by the NHVR. The undertaking and its enforceable terms will operate as a legally binding commitment on the part of the person from the date it is given.

#### Details of the person proposing the undertaking:

Registered address:	[REDACTED]
Postal address:	[REDACTED]
Telephone:	[REDACTED]
Email address:	[REDACTED]
Legal structure:	Individual
Type of business:	Employed Truck Driver
Commencement of entity:	November 2022
Number of workers:	Nil
Products and/or services:	General Freight and Refrigerated Transport

#### Details of the alleged contravention

10. On the 22<sup>nd</sup> of April 2022. Michel Saada Recorded False or Misleading Information in Work Diary.  
His vehicle travelled through the Willaston cameras at 1:26 PM and Globe Derby at 1:50 PM whilst the work diary sheet [REDACTED] showed rest at Kilburn from 12.45 PM.

#### Details of the events surrounding the alleged contravention

11. On the 22<sup>nd</sup> of April 2022 Michel Saada incorrectly entered his work hours from Balranald NSW to Kilburn SA.

##### Particulars:

- The accused record in a work record, namely a National Work Diary on daily sheet [REDACTED] that he was resting at Kilburn from 12:45pm (SA) on 22/4/2022
- Such entry being false or misleading as the vehicle was sighted by Safe-T-Camera at Willaston at 1:26 PM (SA) on 22/4/2022 and at Globe Derby at 1:50 PM during the period the accused recorded as being at rest. The distance between Kilburn and Willaston is approximately 45 km (33 minutes).

### **The details of any injury or financial loss that arose from the alleged contravention**

12. There were no injuries or financial loss that arose as a result of the alleged contraventions.

### **The details of any notices issued that relate to the alleged contravention**

13. Michel Saada received a letter on the 29<sup>th</sup> of September 2022 (Reference 4470) with a charge and summons to attend Elizabeth Magistrates Court.

### **Any consultation undertaken within the company regarding the proposal of an EU**

14. Michel Saada is an Individual and hasn't consulted any company regarding this Enforceable Undertaking.

## **Section 3 Statements**

### **Statement of assurance**

15. Michel Saada confirms that he is committed to complying with his obligations under the HVNL and ensuring so far as is reasonably practicable, the health and safety of all persons that have the potential to be impacted by its business or undertakings.

### **Statement of regret**

16. Michel Saada regrets the events that occurred on Friday the 22<sup>nd</sup> of April 2022.

### **Statement of ability to comply**

17. Michel Saada confirms that he has the financial and operational capacity to comply with the terms of this enforceable undertaking.

### **Statement granting permission to use**

18. Michel Saada grants the NHVR a permanent, irrevocable, royalty-free, worldwide non-exclusive license to use, reproduce, distribute, electronically transmit, electronically distribute, adapt, and modify any materials developed as a result of this enforceable undertaking.

### **Statement of prior undertakings**

19. Michel Saada confirms that he has not been the subject of an enforceable undertaking from another statutory body.

## **Section 4 Acknowledgement**

20. Michel Saada acknowledges that NHVR alleges that he has contravened section 325(1) of the HVNL.
21. The alleged contraventions are taken very seriously by Michel Saada, who is committed to providing a safe and healthy workplace to conduct his business in a way that helps protect the environment and the communities in which he operates.

## **Section 5 Details of Injury or Illness**

### **Types of workers compensation provided (if the injured person is a worker of the person)**

22. Not applicable. No injuries were sustained to workers or members of the public as a result of the alleged contravention.

### **Support provided, and proposed to be provided, to the injured person to overcome injury/illness**

23. Not applicable. No injuries were sustained to workers or members of the public as a result of the alleged contravention.

## **Acknowledgement of publication**

24. Michel Saada acknowledges that the enforceable undertaking will be published on the NHVR's internet site and may be referenced in the NHVR's publications.

## **Part 3 Enforceable terms**

### **Section 1 Commitments**

#### **Commitment that the behaviour that led to the alleged contravention has ceased and will not reoccur**

25. Michel Saada is committed to ensuring that the behaviour that led to the alleged contravention has ceased and that he will take all reasonably practicable steps to prevent recurrence.

#### **Commitment to the ongoing effective management of public risk associated with transport activities**

26. Michel Saada is committed to the ongoing effective management of public risks associated with transport activities within his business operations.
27. Michel Saada has a commitment to ongoing continuous improvement in how he manages risks associated with his business operations, including the review of new technology when made available.

#### **Commitment to disseminate information about the EU to workers and other relevant parties in the chain of responsibility**

28. Michel Saada is committed to disseminating information about the enforceable undertaking to workers and other relevant parties within the chain of responsibility, including senior and operational management, health and safety management team, Health and Safety Committees and Health and Safety Representatives, workers, and all relevant contractors and subcontractors working for Michel Saada. This information will be disseminated directly to the people concerned, if and when it eventuates.

#### **Commitment to participating constructively in all compliance monitoring activities of the EU**

29. Michel Saada is committed to participating constructively in all compliance monitoring activities of the EU.
30. Michel Saada acknowledges that responsibility for demonstrating compliance with the undertaking rests with him and evidence to demonstrate compliance with the terms will be provided to the NHVR by the due date of each term.
31. It is acknowledged that the NHVR may undertake other compliance monitoring activities to verify the evidence and compliance with an enforceable term, and cooperation will be provided to the NHVR including providing details of workshops and training conducted for industry and community benefit.

#### **Commitment that any promotion of a benefit arising from the EU will clearly link the benefit to the undertaking and make it clear that the undertaking was entered into as a result of an alleged contravention**

32. Michel Saada is committed to ensuring that any promotion of a benefit arising from this enforceable undertaking will clearly link the benefit to the undertaking and that the undertaking was entered into as a result of the alleged contravention.

## Section 2 Strategies that will deliver benefits

### Benefits to drivers and parties within the chain of responsibility

33. As part of this enforceable undertaking, Mr Michel Saada aims to deliver strategies that focus on benefits to:
  1. Himself, drivers and parties within the chain of responsibility
  2. the transport industry and the broader community.
34. Michel Saada intends to achieve these outcomes through the implementation of the strategies set out below that will provide him with knowledge and raise awareness to assist him in continuing his work within the transport industry and providing an exceptional example for relevant personnel and highlighting the importance of complying with Chain of Responsibility laws.

### Activities

#### Activity 1 – Completion of Fatigue for Schedulers – TLIF 0006

##### Scope

1. This unit involves the skills and knowledge required to administer the implementation of fatigue management strategies during work operations in a defined workplace in accordance with national and state legislation and relevant regulations.
2. It includes monitoring the implementation of fatigue management strategies, recognising breaches of fatigue management policies, procedures and regulations, and developing and assessing staff competence in fatigue management.

##### Details

Course Title – Fatigue For Schedulers. Course Code - TLIF0006

Course Duration is 5 to 6 hours

Natwide Training Australia RTO [REDACTED]

##### Timeframe

To be completed within 6 months.

##### Outcome

Issued with a Statement of Attainment (Nationally Recognised Training)

##### Costs

Course Fee \$200 for online or \$250 for face to face provided there is a minimum of 6 students

##### Output

A copy of the the statement of achievement will be submitted to the NHVR as evidence of this deliverable.

**Activity 2 – Distribution of Informative Material to Motorists via Local Newspaper Advertisement**

**Scope**

Design and detail a detailed summary of the Fatigue for schedulers learning’s into a concise and easy to read advertisement, to be featured in our most popular local newspaper The Fleurieu Sun. It will be aimed at the importance of filling out national driver work diaries correctly and the importance of fatigue management.

**Details**

A bit of information about The Fleurieu Sun - A South Australian family-owned and independent business, proud to deliver a jam-packed newspaper with quality, local news, sport and event coverage. Started off as a paper printing a 56-page paper but lately it goes between 64 and a hefty 72-page edition and it looks to keep growing. The largest reach and page count paper in the region. Their closest competitor has less than half their circulation and production. They have outlets all over the Fleurieu and beyond with some News Agencies in areas like Colonnades, Rundle Mall and Mount Barker. Murray Bridge and Glenelg have just 4 weeks ago asked them to sign up to sell their papers as they are getting so many requests for it from their customers. The Fleurieu Sun has now reached over 5000 copies, and easily over 14,000 readers weekly, easily eclipsing all other competitors across the Fleurieu. (also own the Eyre Peninsula Advocate, Plains Producer and recently new owners to many more articles within South Australia.) Contents of the proposed newspaper advertisement are to be provided to, and approved by, the NHVR prior to publication.

**Timeframe**

To be finalised within 6 months of “Fatigue for Schedulers” course completion.

**Outcome**

To educate, remind, inform and make aware heavy vehicle drivers and all general listeners of risks that arise when fatigue isn’t taken seriously and professionally.

**Costs**

A T24 or T42 size add measuring at 9.2x26cm or 18.6x12.9cm respectively will cost \$625

**Output**

A copy of the advertisement and receipt will be submitted to the NHVR as evidence of this deliverable.

**Activity 3 – Donation to Road Trauma Support Team – South Australia**

**Scope**

The Road Trauma Support Team of South Australia provides free counselling and support for people who have been affected by road trauma, whether directly or indirectly. This may include but not limited to, vehicle occupants, family members, friends, work colleagues, witnesses, bystanders and emergency service personnel. The team is run by volunteers.

**Details**

Road Trauma Support Team – South Australia. Counselling Coordinator - [REDACTED]  
[www.roadtraumasupportsa.com.au](http://www.roadtraumasupportsa.com.au) A Donation of \$500 into Bank SA [REDACTED]

**Timeframe**

A Donation of \$500 will be made to the Road Trauma Support Team – South Australia. Account Details: Bank SA, [REDACTED] Within 2 weeks of this Enforceable Undertaking being accepted.

**Costs**

Donation of \$500

**Output**

<b>Activity 3 – Donation to Road Trauma Support Team – South Australia</b>
A copy of the receipt will be submitted to the NHVR as evidence of this deliverable.
<b>Activity 4 – Register and Implement an electronic work diary.</b>
<b>Scope</b>
Sign up with LOG MASTER Australia for 1 year and implement the use of an electronic work diary via mobile phone.
<b>Details</b>
The Electronic work diary will allow the electronic recording of work and rest times and will allow for easier review of past work and prevent any future breaches.
A NHVR approved EWD from Log Master Australia will be implemented for 12 months.
After the 12 month period expires the NHVR will be notified if reverting back to paper based National Work Diary.
<b>Timeframe</b>
The EWD will be obtained within 3 months of acceptance of this undertaking and will be implemented for a period of 12 months. After the 12 month period expires the NHVR will be notified if reverting back to paper based National Work Diary.
<b>Outcome</b>
The EWD will assist in ensuring compliance with fatigue management and will reduce the risk of another breach.
<b>Costs</b>
One year subscription fee of \$100
<b>Output</b>
A copy of the tax invoice will be submitted to the NHVR as evidence of this deliverable.

35. The total estimated value of the undertaking is \$1425.



## Part 4 Offer of undertaking

Executed as an Undertaking

Mr Michel Saada [REDACTED]

Executed by Mr Michel Saada [REDACTED] pursuant to section 127(1) of the *Corporations Act 2001* (Cth) by:

[REDACTED]	[REDACTED]
Signature	Signature of Witness
Michel Saada	[REDACTED]
Name (print)	Name of Witness (print)
Date: 28/01/2023	Date: 28/01/2023

## Part 5 Acceptance of undertaking

Accepted by the National Heavy Vehicle Regulator pursuant to sections 590A(2) and 661(1)(b) of the Heavy Vehicle National Law by:

[REDACTED]
Signature of Chief Executive Officer
SALVATORE PETROCCHITTO
Name of Chief Executive Officer (print)
Date: 15/3/2023