



Enforceable Undertaking

Chapter 10.1A

Heavy Vehicle National Law

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

By

Maw Civil Holdings Pty Ltd

ABN: 59 073 535001

Part 1 Executive summary

Section 1 Agreed actions

1. Maw Civil Holdings Pty Ltd (MCH) agrees to enter the Enforceable Undertaking (EU) and comply with the terms herein.
2. The EU will last for a period of 12 months from the date of its acceptance.
3. The National Heavy Vehicle Regulator (NHVR) accepts the EU and will withdraw the single charge laid against MCH which is currently listed before the Magistrate's Court of Victoria, sitting at Moorabbin on 4 June 2025 holding case number [REDACTED] (the Proceedings).

Section 2 Total cost of actions

4. The total cost of the rectification works is \$6,700 and proposed activities are \$24,310.
5. The total cost of this EU is then proposed as \$31,010.

Part 2 General information

Section 1 Purpose

6. The purpose of this document is to record the undertakings offered by MCH to the NHVR pursuant to Chapter 10.1A of the Heavy Vehicle National Law (HVNL) in connection with a matter relating to contravention of the HVNL, alleged in the Proceedings.

Section 2 Details

7. The commitments in this EU are offered to the NHVR by MCH.
8. This EU commences on the day and date that it is accepted and signed by the NHVR. The EU and its terms will operate as a legally binding commitment on the part of MCH from the date of its acceptance.

Details of MCH proposing the undertaking:

Registered address:	[REDACTED]
Postal address:	[REDACTED]
Telephone:	[REDACTED]
Email address:	[REDACTED]
Legal structure:	Proprietary Company – Limited by Shares
Type of business:	Transport
Commencement of entity:	2000
Number of workers:	[REDACTED]
Products and/or services:	Transport Services - Heavy and Civil Engineering Construction

Details of the alleged contravention

9. On 15 March 2023, authorised officers from the NHVR observed a heavy vehicle, being a prime mover with registration number [REDACTED] with trailer registration number [REDACTED], travelling on South Road in Brighton, Victoria.
10. At the time, the vehicle was operating under a Class 1 Multi-state Gazette Exemption Notice, which permitted an axle mass of 35,000 kilograms. As the axle mass group exceeded 35,000 kilograms the Notice ceased to have effect and the provisions of section 96 of the HVNL applied, being 20,000 kilograms.
11. Adjustments were taken into account in the amount of 2,083.5 kilograms. The intercepted trailer had an alleged axle

group mass of 44,216 kilograms, which is an excess mass of 24,216 kilograms (an overload of 221%).

12. The alleged contravention is a “severe” risk breach within the meaning of s107 of the HVNL.

Details of the events surrounding the alleged contravention

13. The driver of the heavy vehicle at the time was interviewed by the authorised officers and he said that:
- He loaded the vehicle.
 - The vehicle and its load were not weighed before the journey began.
 - He was not aware of the axle mass limits that applied to the vehicle.
 - He had been directed to drive by his boss, who he identified as [REDACTED]
 - He had not received any training from MCH or anyone else in relation to axle mass limits.
 - He had not made his own enquiries as to axle mass limits.
14. In a subsequent discussion with [REDACTED] agreed:
- That he was the sole director of MCH.
 - That MCH was the registered operator of the heavy vehicle.
 - That he had control as an operator of the heavy vehicle.
15. The contravention occurred in circumstances where MCH had purchased a new piece of earth moving equipment at an auction, which the company was unfamiliar with as was the staff member responsible for the loading.

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

16. There were no injuries nor any financial loss arising from the alleged contravention.

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

17. MCH received a single charge, by summons for the alleged contravention of section 96(1)(c) of the HVNL.
18. The maximum penalty for this alleged severe risk breach is a fine of \$173,050.

The details of any existing transport safety management systems at the workplace including the level of auditing currently undertaken

19. MCH contends that:
- It has operated since 2000 in its current form when the Director, [REDACTED], attained full ownership of the company.
 - It operates 1 prime mover and 4 trailers for the purposes of heavy haulage.
 - [REDACTED] oversees the business as a whole and there are 8 staff members who are or may be responsible for loading and unloading the prime mover and trailers when in use.
 - It has a high level of long-term staff retention with each of the staff members having been employed for an extended period of time.
 - The staff members have the skills and knowledge to properly load, weigh and unload the prime mover and trailers when undertaking haulage for the company.
 - [REDACTED] oversees the staff when they are unsure of a situation. The prime mover and 4 trailers owned and operated by MCH are fitted with gauges permitting the driver to know when the load is compliant.
 - It had just purchased the equipment being carried on the heavy vehicle when the mass load contravention occurred, and the driver was unfamiliar with how it should have been loaded.
 - It regrets greatly that the usual company processes failed, resulting in the vehicle being overloaded to the extent alleged on this occasion. MCH does not offer this in any way as a defence, nor excuse for the conduct, only as an explanation for how this event occurred.
20. MCH’s safety record is otherwise exemplary, with no prior allegations against the company and no outstanding allegations.

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

21. MCH also contends that:

- a. The Director of MCH has held detailed discussions with the staff member who loaded and drove the vehicle at the time of the alleged offence. The driver remains working in the same role for MCH, and is a long-term, trusted and skilled employee.
- b. That staff member has been in discussion with the Director of MCH regarding this EU, including the proposal for further and regular training as identified in the commitment of Activity 1 below.
- c. MCH has made aware all [REDACTED] staff members of the business of the allegation against it, of the severity of the potential penalty and its impact on the business through internal correspondence and internal meetings.
- d. There have been no attempts to hide, nor dismiss the allegation from internal staff and the Director has stressed the seriousness of the allegation which is demonstrative of the severity with which MCH takes this matter.
- e. It has an associated entity, being Maw Civil Marine, which employs an additional [REDACTED] staff members who occasionally assist in the loading and unloading of the prime mover and/or the four trailers. In taking the consultation of the allegation seriously, the director of MCH has made all [REDACTED] of these separate employees aware of the situation. These [REDACTED] are included above as relevant staff for actions proposed under this EU.
- f. MCH has already engaged [REDACTED] Training to deliver specific training to both the [REDACTED] MCH employees and the [REDACTED] Maw Civil Marine employees regarding the critical issues surrounding this allegation.
- g. This training took place on 10 April 2024 and the full cost as outlined in section 6 was met by MCH.
- h. The training was comprehensive and covered multiple modules of the Australia Industry standards, being
 - i. TLIA1001 Secure Cargo,
 - ii. TLID0015 Load and unload goods/cargo,
 - iii. TLIF0009 Ensure safety of the transport activities (Chain of Responsibility), and
 - iv. TLIF0014 Monitor safety of transport activities (Chain of Responsibility).
22. MCH and the staff attended the training and received real benefits and developed a deeper understanding of the transport Chain of Responsibility principles within the company.
23. MCH views this EU as an opportunity to ensure future compliance with the HVNL by taking it as an opportunity to educate its staff and officers regarding the issues at the heart of this allegation.
24. Through this education MCH believes it is now in a much better position moving forward to create a safe environment for its staff, equipment and other road users.

Section 3 Statements

Statement of assurance

25. MCH is committed to adherence to its obligations under the HVNL and to ensuring, as far as it is reasonably practicable, the health, safety and wellbeing of its staff.

Statement of regret

26. MCH has taken the allegation related to this EU very seriously.
27. This allegation represents the only allegation ever issued by the NHVR against MCH.
28. MCH has not engaged in the alleged section 96(1)(c) contravention intentionally, however it does acknowledge that:
 - a. The alleged vehicle was overburdened and as such exceeded the axle mass.
 - b. That the 221% level of overloading constitutes grounds for a severe risk breach under the HVNL.
29. MCH has demonstrated how severely it has taken the allegation by introducing the training regime outlined at section 6 for all 8 staff members/officers who will or may be responsible for the loading and unloading of heavy vehicles moving forward.
30. MCH regrets that the NHVR has had to make the allegation it has but also looks forward to increased ability to ensure compliance with the HVNL and above all else, the safety of its staff and other road users in its future operations.
31. On the occasion of this allegation, the mass load contravention involved a new piece of equipment that MCH had just bought at auction, that was unfamiliar to staff, and MCH regrets greatly that this scenario has led to the usual processes and experience failing and the vehicle being overloaded to the extent alleged on this occasion.
32. MCH does not seek to express the above as an acceptable excuse and deeply regrets the circumstances of this allegation, but it also stresses that the circumstances of this allegation are not its usual practice, and serious steps have been taken to prevent a reoccurrence.

Statement of ability to comply

33. MCH has the capacity to comply with this EU and indeed for the rectifications outlined at section 6 MCH has taken this situation seriously enough and determined the training to be of such importance that it has already engaged [REDACTED] Training and the training was delivered on 10 April 2024.

Statement granting permission to use

34. MCH grants the NHVR permission to use any documents, policies procedures or other details developed as a result of this EU for the purposes of future training or development by the NHVR.

Statement of prior undertakings

35. Not applicable, no prior undertakings given by MCH.

Section 4 Acknowledgement

36. MCH acknowledges that the NHVR alleges a severe risk breach of section 96(1)(c) of the HVNL.
37. This allegation of contravention has been and will continue to be taken very seriously by MCH and its sole director, who has already implemented changes within the company to address any future risk of such issues occurring again. This EU outlines the work that has already been undertaken by MCH.

Section 5 Details of Injury or Illness

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

38. Not applicable.
39. 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

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

Section 6 Rectifications made

42. MCH is committed to ensuring it has developed systems that identify, assess and control risks and are designed to promote continual improvement and as a result of the alleged contravention, the following opportunities for enhancement of processes have been undertaken:

Description	\$ Amount
Engagement of [REDACTED] trading as [REDACTED] Training to deliver to address the concerns of the allegation subject to this EU proposal.	\$6,700 (\$5700 for invoice [REDACTED] and \$1000 for Invoice [REDACTED]).
Training covered multiple modules of the Australian Industry Standards, including: TLIA1001 Secure Cargo; TLID0015 Load and unload goods/cargo; TLIF0009 Ensure the safety of transport activities (Chain of Responsibility); and TLIF0014 Monitor the Safety of transport activities (Chain of Responsibility).	

Section 7 Acknowledgement of publication

43. MCH acknowledges that the EU will be published on the NHVR's website and may be referenced in the NHVR's publications.

Part 3 Enforceable terms

Section 1 Commitments

Commitment that the behavior that led to the alleged contravention has ceased and will not reoccur

44. MCH is committed to ensuring that the behavior that led to the alleged contravention has ceased and that it will take all reasonably practicable steps to prevent a reoccurrence.

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

45. MCH is committed to the ongoing effective management of public risks associated with transport activities within its business operations.
46. MCH has a commitment to ongoing continuous improvement in how it manages risks associated with its 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

47. MCH is committed to disseminating information about the EU to workers and other relevant parties within the chain of responsibility, including senior and operational management, the health and safety management team, Health and Safety Committees and Health and Safety Representatives, workers, and all relevant contractors and subcontractors working for MCH. This information will be disseminated by:
- Dissemination of this EU to all internal employees by internal email system.
 - All employees who are or could reasonably be part of any future loading of the prime mover and 4 trailers in the company's possession undertaking the training outlined at section 6.
 - Scheduling a mandatory staff meeting (or multiple meetings to meet 100% staff attendance) to educate all staff members of the details and terms of this EU within 30 days of the EU being signed and accepted by the NHVR.

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

48. MCH is committed to participating constructively in all compliance monitoring activities of the EU.
49. MCH acknowledges that the responsibility for demonstrating compliance with the undertaking rests with MCH and evidence to demonstrate compliance with the terms will be provided to the NHVR by the due date of each term.
50. 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

51. MCH is committed to ensuring that any promotion of a benefit arising from this EU will clearly link the benefit to the EU and that the EU 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

52. As part of this EU, MCH aims to deliver strategies that focus on benefits to:
- a. Drivers and parties within the chain of responsibility; and
 - b. The transport industry and the broader community.
53. MCH intends to achieve these outcomes through the implementation of the strategies set out below that aim to educate, train and raise awareness among MCH’s workforce and all parties within the chain of responsibility of the importance of complying with Chain of Responsibility laws.

Activities

Activity 1 – Internal Load capacity and load weight training
Scope
MCH to engage [REDACTED] training to build upon the external training delivered as per section 6 and deliver a training program to all [REDACTED] relevant MCH staff members that will be designed to enhance staff understanding of the Heavy Vehicle National Law relevant to this allegation and therefore help further to prevent reoccurrence.
Details

The training currently quoted will comprise of:

- Funding [REDACTED] for 5 days in total, broken down as
 - 2 days of onsite visits
 - 3 days of offsite development work by [REDACTED] to formulate the training, policy and procedure documents
- The first of 2 site visits occurred on 10 October 2024.
 - The site visit that occurred on 10 October 2024 was in respect of [REDACTED] Training attending to view all the relevant vehicles and equipment and meeting with the Director to being creating the necessary procedure documents.
 - [REDACTED] has commenced the process of and will continue to assess the MCH Prime Mover and 4 trailers, then complete development of training documents for the loading of heavy equipment onto the configurations.
 - This is then envisaged that [REDACTED] will deliver training on how to properly use the gauges to ensure future overloading does not occur.
- Funding of 3 further development days for [REDACTED] to formulate the training and documents are to follow, pending acceptance of the EU.
- Following this above formulation, 1 additional full day onsite at MCH premises is quoted to deliver the training to the relevant staff. (For a total of 2 days onsite visits at MCH premises and 3 days offsite work by [REDACTED])
- The training is quoted to include 5 configurations, relevant to the current MCH fleet makeup for heavy haulage, creation of a pre-departure checklist for each configuration, a physical training resource being a procedures document as well as a Verification of Competency (VOC).

The Training currently quoted is to provide education on:

- Proper placement of loads and proper usage of the weight gauges and scales fitted on the prime mover and trailers.
- The training will cover weight (mass) and dimension (within the truck’s envelope), loading configuration, weight limits and capacity, tie down and restraining points.
 - The training will be intensive and will be a requirement for all relevant staff.
 - The staff list has been provided to the NHVR which identified the [REDACTED] relevant staff members for the training.

Timeframe

MCH will undertake to have the onsite training within 3 months.

Outcome

The outcome will be to enhance all relevant staff's knowledge of the regulations and increase the prevention of this allegation occurring again.

Costs

MCH would estimate the minimum cost to be:

- \$19,250 for [REDACTED] to formulate the training course (including initial site visit on 10-10-2024) and above materials (over 3 further days offsite by [REDACTED])
- \$5,060 for [REDACTED] to conduct a second site visit post EU implementation and attend MCH premises to deliver the training onsite.
- These training costs have been sourced as per [REDACTED] training quotation [REDACTED] provided to the NHVR.
- Total estimated cost of Activity 1 is \$24,310

Output

MCH will have a copy of a signed attendance sheet for the training session provided to the NHVR within 7 days after the delivery of the training.

MCH will also provide a copy of the pre-departure checklist and training resource(s) developed by [REDACTED] within 7 days of the training session.

Activity 2 – Creation of a detailed loading and pre-departure checklist

Scope

MCH will engage [REDACTED] Training to develop a detailed loading and predeparture checklist to ensure compliance within the Chain of Responsibility regulations.

Details

[REDACTED] training has agreed, as part of its training engagement, to create the loading and predeparture checklist for each of the 5 configurations used by MCH.

A digital copy of these checklists will then be uploaded to MCH 'Upvise' software which the company subscribes to, where the checklists can be digitally completed and stored by the relevant staff in preparation of each loading or departure.

Timeframe

The checklist, contained within the "Low Loader Procedure Manual", has been drafted.

Pending acceptance of the EU, the checklist will be finalized and implemented within 30 days.

It will be subsequently be rolled out for use for all trips undertaken by the prime move and four trailers (and any additional vehicles MCH may acquire throughout the duration of this EU.

Outcome

The outcome of this will be to further solidify the Chain of Responsibility and compliance with the regulations for relevant staff.

Activity 2 – Creation of a detailed loading and pre-departure checklist

Costs

MCH estimates the cost of this to be covered by quotation cost of \$24,310 cost of Activity 1 (above).

Output

Copies of the predeparture checklist templates and a quarterly audit report through Upvise of compliance will be provided to the NHVR during the operational period of the EU.

Activity 3 – Creation of a Low Loader Procedure Manual

Details and Scope

MCH has engaged a qualified expert, [REDACTED] Training, to review and create a new Low Loader Procedure Manual that aims to address concerns regarding future loading of MCH heavy vehicles.

The manual has been designed in a way that:

- Educates the operator on the specific load-measuring equipment across all trailers and tractor
- Educates the operator on manufacturer-recommended pre-start procedures for the trailers and tractor
- Shows employees how to correctly complete a loading operation that incorporates final weighing of individual axle loadings
- Educates the operator on the relevant legislation specific to Victoria, including knowledge on permissible axle loadings at different use cases (axle width configurations)
- Provides all relevant information on the trailers including TARE and ultimate axle weights, and true Safe Working Load limits of each possible configuration
- Shows the weights of all MAW Civil plant and machinery.

Timeframe

MCH will undertake to have this Procedure Manual completed within the first 3 months of EU being signed.

Outcome

The outcome will be to enhance all relevant staff's knowledge of the relevant regulations and decrease the likelihood of such an overloading event occurring again.

Costs

MCH estimates the cost of this to be covered by quotation cost of \$24,310 of Activity 1 above.

Output

The final low Loader Procedure Manual from [REDACTED] Training and submit to the NHVR.

54. The total estimated value of the undertaking is \$24,310.

Part 4 Offer of undertaking

Executed as an Undertaking

Maw Civil Holdings Pty Ltd ABN: 59073535001

Executed by Maw Civil Holdings Pty Ltd ABN: 59073535001 pursuant to section 127(1) of the *Corporations Act 2001*

(Cth) by:

<div></div>	<div></div>
Signature of Director	Signature of Director/Company Secretary
<div></div>	<div></div>
Name of Director (print)	Name of Director/Company Secretary (print)
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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:



Signature of Delegate of the Chief Executive Officer
Paul Alsbury
Name of Delegate of the Chief Executive Officer (print)
Date: 16 May 2025