

BURKE MANAGEMENT SERVICES PTY LTD

Dear Subcontractor,

Please find following a checklist of documentation we require on file for your company prior to job allocation on behalf of Burke Management Services Pty Ltd.

Unfortunately, we will be unable to process your payments until we received copies of the documentation below:-

- Personal Details Form
- Copy of Current Drivers Licence
- Copy of Current Medical Assessment
- Copy of Current Vehicle Registration
- Copies of Current Insurance Certificates of Currency (Public Liability, Vehicle Insurance, Marine Load)
- Copy of Trailer in Control Insurance
- Copy of Work Cover Certificate of Currency (if appropriate)
- Subcontractor Agreement (signed)

If you have any queries, please do not hesitate to contact me on 0418747403

Kind Regards,

John Burke

BURKE MANAGEMENT SERVICES PTY LTD

COMPANY DETAILS

Registered Business Name	
ABN	
Trading Name	
Street Address	Postcode:
Postal Address	Postcode:
Phone Numbers	Mobile:
Facsimile Number	
Email	
Contact Name	
Date of Birth	
Next of Kin	Contact Number:
Licence Number	Copy of Licence Yes / No
Licence Renewal Date	
Date of Commencement	
Payment Terms	30 Days on return of signed paperwork
Bank Details	Account Name:
	BSB: Account No:
	Bank/Building Society:

Signature:

Date:

Agreement with 3rd Party Transport Supplier

THIS AGREEMENT is made on this day of20....

BETWEEN

Burke Management Services Pty Ltd ABN: 86 291 263 840, and any other subsidiaries hereinafter referred to as “The Company”

AND

..... ABN Hereinafter

Referred to as the “**Subcontractor**”

Burke Management Services Pty Ltd ABN: 86 291 263 840, and any other subsidiaries hereinafter referred to as “**The Company**”, and the undersigned referred to hereinafter as the “**Subcontractor**”.

By signing the “**Subcontractor**” and “**The Company**” agree to the terms set forth herein. This agreement shall remain in force from the date hereof and from year to year, unless a change is agreed to in writing by both parties.

In accordance with the chain of responsibility legislation it is important that the “**The Company**” ensure that as a “Subcontractor” to our company you comply with all relevant acts and legislation.

To do this we have requested you supply us confirmation of your policies, procedures, training and auditing procedures.

By requesting such information we can ensure both “**The Company**” and our customers, that all “**Subcontractor**” to “**The Company**” are compliant with all relevant legislative requirements.

Independent Contractor

“**The Company**” agree that the “**Subcontractor**” is being hired solely as an independent contractor and that neither the “**Subcontractor**”, nor his/her employees (where applicable) shall be deemed to be employees of “**The Company**”.

Provision of service

At all times the “**Subcontractor**” shall provide competent licensed drivers who have been declared themselves fit for duty and properly maintained and suitable equipment to meet “**The Company**” work requirements and schedules.

The **“Subcontractor”** warrants to **“The Company”** that he / she has all proper and necessary licenses, permits, quality assurance policies and procedures, insurance, roadworthy certificates and registrations to perform the services contracted for by **“The Company”**.

If **“The Company”** determines that the **“Subcontractor”** work performances or equipment does not conform to standards required, **“The Company”** will discuss the issue with the **“Subcontractor”** and based on the outcome of the discussion the contract may be terminated.

Insurance

At all times during the term of this agreement and at its sole expense, the **“Subcontractor”** shall maintain insurance of the types specified below and shall supply **“The Company”** with certificates evidencing such insurance, with a company of good financial standing, on request.

- i. Workers Compensation insurance as required by applicable law or regulation.
- ii. Public Liability insurance for an amount of \$20,000,000.00 including extended bodily injury cover and principal’s liability extension.
- iii. Motor Vehicle Full Comprehensive insurance cover with no less than \$32,500,000.00 Section Two Third Party Property Cover. Trailer Cover. All Risks Cover for no less than \$500,000.00 sum insured any one loss OR increased to cover one off loads as and Consequential Loss cover \$100,000.00
- iv. Dangerous and Hazardous Goods Third Party cover per load of no less than \$5,000,000.00 (When contracted to carry Dangerous Goods)
- v. Goods in transit insurance /Marine cover policy
- vi. Trailer in Control insurance with a minimum cover of \$330,000.00 Cover (when using **“The Company”** Equipment)

Carriers Only: Please note that a Certificate of Currency must be forwarded to Burke Management Services Pty Ltd: otherwise a 2.5% administration charge will be deducted from each invoice. Identified above, is the **MINIMUM REQUIREMENT**** that needs to be attached to the agreement. All Certificates will be held on file and it is the Contractor’s responsibility to inform Burke Management Services Pty Ltd of any changes to their policies.**

Superannuation

The **“Subcontractor”** acknowledges its responsibility to comply with the Superannuation Guarantee (Administration) Act 1992 in respect of making contributions to its own employees or contractors.

Costs and Damage

The **“Subcontractor”** shall be liable for any product damage, product loss; spill clean-up costs resulting from their negligent handling of product and agrees to indemnify **“The Company”** in respect of any such loss.

The **“Company”** may withhold payment to the **Sub Contractor** to cover any such costs.

Indemnity

The **“Subcontractor”** shall indemnify and keep indemnified **“The Company”** against all suits, actions, liabilities, proceedings, claims, damages, fines, costs, demands, and expenses (including legal advisors fees) whatsoever arising under any statute or at common law or otherwise in respect of

personal injury to, or death of, any person whatsoever or in respect of loss of damage to any property, real or personal, whatsoever which has been caused or has in any way arisen as a result of any action of the **“Subcontractor”** or any of its officers, employees, agents, servants or invitees.

Account Payments

Payment of the **“Subcontractor”** invoices will be dependent upon production of proof of delivery documentation within a timely period. Proof of delivery documents must be received by **“The Company”** within (7) days of delivery.

Safety, occupational Health and Environmental Protection

The **“Subcontractor”** agrees to exercise all precautions necessary to prevent accidents to himself/herself, his/her workers and all others. If applicable the **“Subcontractor”** shall supply at his/her own expense, all PPE required.

The **“Subcontractor”** agrees that he/she employees have undergone proper safety training and have been properly educated with regard to all state, territory and federal legislation in particular Fatigue Management and hold all the necessary licenses, permits to perform the work/ trip as required by **“The Company”**.

The **“Subcontractor”** agrees to:

- i. Comply with all laws and regulations relating to safety, occupational health and Environmental protection
- ii. Comply with all safety measures directed by **“The Company”** to be carried out
- iii. Comply with all environmental protection measures directed by, **“The Company”**, applicable law and regulations
- iv. Immediately advise **“The Company”** of any incident or occurrence that may affect safety, occupational health and environment.
- v. Supply a copy of the transport operator’s WHS/HSE Policy
- vi. Supply copies of Driver Fatigue Management Plans for all trip conducted on behalf of **“The Company”** (where required by law)
- vii. Comply with all DG Codes of practice and legislative requirements for the transportation and storage of Dangerous Goods.

The **“Subcontractor”**, agrees to perform the work/trip as requested by **“The Company”** and complete the work within a safe and legal timeframe. **“The Company”** does not permit or consent to any **“Subcontractor”** breaking the law or to use any illegal procedure, strategy or device that would result in a commercial gain for either party. **“The Company”** will allow sufficient time to complete the work / trip safely and to comply with all state territory and federal legislation codes and regulations

The **“Subcontractor”** has the right to discuss any concerns about the time allowed for any trip with the management of **“The Company”** without fear of reprisal or disadvantage.

Conduct

The “**Subcontractor**” agrees that he / she, his / her employees and agent shall conduct themselves in a professional and safe manner at all times. The “**Subcontractor**” further agrees that he / she, his/her employees and agents shall not use or be under the influence of drugs or alcohol whilst performing work on behalf of “**The Company**” and will present for work physical and mentally fit and capable for performing the work / trip and are within the legal driving hours and are not suffering from the effects of fatigue.

Emergency Response Plan

The “**Subcontractor**” will agree to adopt the “The Company” Emergency Response Plan to manage accidents or incidents involving any loss or damage to items carried on behalf of “**The Company**”.

Customers

The “**Subcontractor**” agrees not to approach “The Company” Emergency Response Plan to manage accidents or incidents involving any loss or damage to items carried on behalf of “**The Company**”.

Policies

The “**Subcontractor**” agrees to provide “**The Company**” with copies of their company policies in relation to:

1. Dangerous Goods
2. Fatigue Management
3. Induction and ongoing training
4. WHS
5. Transport Emergency Provider information

Parties to the Agreement signoff

Name: Position.....

Signature:..... Date:.....

Signed for on behalf of “**The Company**”

Name: Position.....

Signature:..... Date:.....

(each party will retain a signed copy of this agreement)