



**SUBCONTRACTOR INFORMATION PACK
& AGREEMENT**



EARTHMOVING

ABN: 18 122 889 007

PO BOX 2325

WERRIBEE VIC 3030

Ph: 03 9741 7999

Email: admin@madbrosearthmoving.com

THIS AGREEMENT is made this day the /..... /20.....

PARTIES

1. MAD BROTHERS EARTHMOVING PTY LTD ABN 18 122 889 007 of 86-100 Lock Avenue WERRIBEE VIC 3030 (Mad Brothers Earthmoving Pty Ltd)

2. The Supplier (Insert Company Name)

.....

A. Mad Brothers Earthmoving Pty Ltd provides hire services within the construction industry.

B. The parties have agreed that the Supplier will provide services to Mad Brothers Earthmoving Pty Ltd in return for the payment of fees.

C. This Agreement sets out the terms and conditions of the supplier's provision of services to Mad Brothers Earthmoving Pty Ltd

1. Commencement and Term

This Agreement will commence on the date of this Agreement and will continue to operate until it is terminated by Mad Brothers Earthmoving Pty Ltd or the Supplier in the manner described in clause 11 of this agreement.

2. The Supplier's Obligations

2.1 The Supplier will, during the term of this agreement:

- (a) Provide and perform the services referred to in clause 3.1 in a timely and efficient manner and with appropriate skill and care.
- (b) Be responsible for the quality of the service provided and agrees, that if the services are of an unsatisfactory standard, to immediately remedy the deficiency, fault or flaw in the services provided on request by Mad Brothers Earthmoving Pty Ltd or the customer at the suppliers own cost;
- (c) Provide the necessary vehicle(s), equipment and plant and ensure they are properly maintained and serviced;
- (d) It is the full responsibility of the owner of the truck, truck and trailer and/or equipment to ensure the equipment requested for each job is supplied in accordance with the customer's instructions, which are provided by us. And that it is in safe and proper working order. Please be ready to start the job at the requested time. In the event of a machine breakdown immediately contact the office so alternative measures can be taken.
- (e) Notify Mad Brothers Earthmoving Pty Ltd immediately should it believe that it will be unable to perform or continue services that it has previously agree to perform;
- (f) Report to Mad Brothers Earthmoving Pty Ltd on the performance of the services by using the Mad Brothers Earthmoving Pty Ltd Daily Docket. Mad Brothers Earthmoving Pty Ltd will provide the docket book. Dockets MUST be written in a neat and tidy manner and easy to read, the dockets must also be filled out completely and all paperwork relating to the job must be attached.

Any alterations in load amounts or hours **must** be signed or initialled where the changes have been made by the customer, to avoid discrepancies which may result in dispute of payments to you.
- (g) Promote the name of Mad Brothers Earthmoving Pty Ltd, work in accordance with Mad Brothers Earthmoving Pty Ltd quality systems and contribute to the success of Mad Brothers Earthmoving Pty Ltd during the term of this Agreement;
- (h) Not to do anything to damage, reduce or negatively affect the commercial reputation of Mad Brothers Earthmoving Pty Ltd or any of its officers or employees.
- (i) Comply with any other terms of this Agreement and with all relevant laws, statutory and regulatory obligations.

2.2 Provided the Supplier adheres to the terms and obligations in this Agreement, nothing in this Agreement should otherwise be interpreted as placing and constraints on the Supplier's ability to perform services for other businesses.

3. Performance of Services

3.1 The Supplier will supply and perform the services, namely the supply and operation of equipment for use in the construction industry, at the times and locations and in accordance with any directions or instructions provided to them by Mad Brothers Earthmoving Pty Ltd and its customers, if the Supplier accepts the allocation of any job.

3.2 Payment of service fees shall be made by electronic funds transfer and the Supplier shall complete banking details section in full.

3.3 The Supplier shall not engage or employ any other person to perform the services without the consent of Mad Brothers Earthmoving Pty Ltd.

4. Contracting Fee and Minimum Hours

4.1 In consideration for the performance of the services referred to in clause 3.1, Mad Brothers Earthmoving Pty Ltd will pay the Supplier the service fees at the rate agreed at the time of acceptance of the job details, each Thursday following 30 days of receipt of docket by Mad Brothers Earthmoving Pty Ltd of the Supplier's correctly completed and filled out docket signed by the client. Dockets are accepted **until 5pm** Monday weekly. Original copies only accepted.

4.2 Dockets received after the cut off time will be placed into the following pay period.

4.3 Dockets received more than one (1) month after completion of the days job WILL NOT BE PAID FOR UNTIL Mad Brothers receives payment from its customer

4.2 All service fees agreed between the parties shall be considered to be exclusive of any goods and services tax ("GST"), unless otherwise agreed to the contrary.

4.3 Mad Brothers Earthmoving Pty Ltd is unable to specify the minimum hours of work or number of jobs that will be offered to the Supplier because the workflow depends on Mad Brothers Earthmoving Pty Ltd, customer's requirements, which are outside Mad Brothers Earthmoving Pty Ltd.'s control.

5. Recipient Created Tax Invoice (RCTI)

5.1 GST law provides that, in certain circumstances, a recipient of a supply can issue a 'tax invoice' (RCTI) on behalf of the supplier, which will act as a valid tax invoice for both parties. This is in recognition of the fact in certain industries, some suppliers do not issue invoices or that for various reasons, and some suppliers cannot issue invoices.

5.2 Mad Brothers Earthmoving Pty Ltd will therefore issue the tax invoice (RCTI) to its suppliers. This minimizes the administrative burden on the Supplier in correctly assessing its GST liability and

ensures that one correct tax invoice will be issued. It is a requirement for the Australian Taxation Office that both parties enter into a written agreement supporting the use of RCTI.

5.3 The Supplier, in executing this Agreement, accepts Mad Brothers Earthmoving Pty Ltd.'s offer to issue the Supplier with RCTI in accordance with Schedule 3.

5.4 The Supplier Agrees:

(a) That Mad Brothers Earthmoving Pty Ltd will provide the supplier with an RCTI, within 7 days of payment being made.

(b) **Not** to issue tax invoices to Mad Brothers Earthmoving Pty Ltd in respect of services provided.

(c) That it is registered for GST and will notify Mad Brothers Earthmoving Pty Ltd of the date of the effect of any cancellation of its GST registration.

5.5 The Supplier is also responsible for the payment of any other tax liability that it incurs as a result of the provision of the services.

6. Public Liability Insurance and Personal Injury

6.1 Mad Brothers Earthmoving Pty Ltd **requires that all of its Suppliers have Owner Driver Public Liability Insurance with a minimum of a \$10 million dollar cover** and either Work Cover or Personal Sickness and Accident Cover of a level standard acceptable to Mad Brothers Earthmoving Pty Ltd. The Supplier is required to provide details and copies of these policies in the manner set out in Schedule 1 of this agreement and otherwise provided details and copies to Mad Brothers Earthmoving Pty Ltd at the anniversary of the policy falls due.

6.2 Mad Brothers Earthmoving Pty Ltd may refuse to allocate any jobs to the supplier until the Supplier has provided Mad Brothers Earthmoving Pty Ltd a satisfactory evidence that it is put in place the insurance policies referred to in clause 6.1

6.3 Suppliers are to advise Mad Brothers of any changes to insurance policies, cancellations or change of equipment registrations.

6.4 **ALL insurances, work cover, registrations and EPA permits are to be kept up to date/current at all times to avoid delays in payments to you, as our computer system is all date driven and will not release anything unless it is current.**

7. Expenses

The Supplier will be responsible for all costs and expenses i.e. fuels, tolls (including the cost and maintenance of all vehicles, equipment and plant) incurred in providing the services.

8. Relationship

8.1 Nothing in this Agreement is intended to establish a relationship of partnership, joint venture or employment between Mad Brothers Earthmoving Pty Ltd and the Supplier. The Supplier will provide the service to Mad Brothers Earthmoving Pty Ltd as an independent contractor.

8.2 The Supplier expressly agrees and acknowledges that it/they:

(a) Is/are solely responsible to its employees for any employee entitlements such as superannuation, annual leave, long service leave or sick leave, or any other benefit or entitlement that ordinarily accrues in an employment relationship, and that Mad Brothers Earthmoving Pty Ltd is not responsible for providing any of these entitlements to the Supplier, or employee(s) of the supplier;

(b) In accepting and performing services under this Agreement, the supplier is/are merely contracting with Mad Brothers Earthmoving Pty Ltd to achieve a result which Mad Brothers Earthmoving Pty Ltd has contracted it to achieve.

9. Occupational Health & Safety (OH&S)

9.1 Both parties accept their legal obligations for health and safety in the workplace, particularly obligations under the relevant legislation(s).

9.2 The Supplier agrees to strictly observe all Mad Brothers Earthmoving Pty Ltd.'s safety procedures and those of customers of Mad Brothers Earthmoving Pty Ltd and to adopt healthy and safe work practices.

9.3 The Supplier must promptly report all accidents, potential accidents, and potential hazards to Mad Brothers Earthmoving Pty Ltd and the relevant customer site manager or OH&S representative. **Any incident that causes damage by the supplier to any property of Mad Brothers Pty Ltd or its customer's property the supplier shall be fully liable for all costs associated to repairing damage.**

Occupational Health & Safety Equipment you will need to have:

- *Reflective safety vest*
- *Head Protection (Hard Hat)*
- *Eye Protection (Safety glasses)*
- *Foot Protection (Safety boots)*
- *Hand Protection (Safety Gloves)*
- *Hearing Protection (Ear Muffs/Plugs) Respiratory Protection (Mask)*

10. Vehicle and Equipment Compliance

ALL equipment and trucks shall comply with the following minimum safety requirements:

10.1 All earthmoving equipment and vehicles should be equipped and maintained with suitable brakes. These brakes must be able to effectively stop and hold a fully loaded body under any conditions of operations when driven in accordance with the vehicles manufacturer's specifications.

10.2 All vehicles shall have a working audible warning horn.

10.3 Designated equipment (dozers, excavators etc.) shall be equipped with a working audible warning device, and an automatic reversing beeper alarm.

10.4 All loading equipment, graders, water carts etc. shall be fitted with a flashing light to work in accordance with the customers' requirements and OHS.

10.5 If you have and operate an EPA registered vehicle/s all safety aspects must be followed in accordance with OHS requirements. Trucks carting contaminated materials and tipping off at licenced facilities must have their EPA docketts filled out correctly and signed.

11. Termination

11.1 Either party may terminate this Agreement.

11.2 Mad Brothers Earthmoving Pty Ltd may terminate this Agreement with immediate effect and without compensation if the Supplier (or its officer(s), employee(s) or agent(s):

(a) Fail to perform the service of the required or appropriate standard;

(b) Is/are guilty of any serious or persistent breach or non-observance of any term of this Agreement or gross or wilful misconduct or negligence (whether in performing the services or otherwise);

(c) Neglect or refuse to carry out duties assigned to it in accordance with this Agreement;

(d) Is/are convicted of any criminal offense which in the reasonable opinion of Mad Brothers Earthmoving Pty Ltd may adversely affect Mad Brothers Earthmoving Pty Ltd.'s business or reputation; or

(e) Is placed in voluntary administration, receivership or liquidation, or being a natural person commits any act of bankruptcy or reaches a compromise with creditors.

11.3 On termination of this Agreement the supplier must immediately return all equipment or other property belonging to Mad Brothers Earthmoving Pty Ltd in a satisfactory condition including but not limited to unused on unfinished docket books. Payment may be withheld by Mad Brothers Earthmoving Pty Ltd if equipment or property is not returned.

11.4 Termination by either party under the provisions of this clause will not affect any other remedies that either party may have against the other under this Agreement.

12. Indemnity

The Supplier agrees to indemnify and keep Mad Brothers Earthmoving Pty Ltd indemnified against any loss, damage, actions, claims, proceedings, costs (including legal costs) or expenses, whether direct or indirect, which may be incurred by, made against or taken against Mad Brothers Earthmoving Pty Ltd as a result of or in relation to the provision of the services by the supplier or any failure by the supplier to provide the services, or arising from the actions of the Supplier and its servants, agents, employees and contractors in the course of providing the services or on Mad Brothers Earthmoving Pty Ltd.'s behalf (whether Mad Brothers Earthmoving Pty Ltd has authorized them or not) including and liability arising out of the Suppliers' non-performance, negligent or will full acts or breaches of this Agreement.

13. Confidentiality

In the course of the provision of services to Mad Brothers Earthmoving Pty Ltd, the supplier may obtain, or have access to, confidential and commercially sensitive information concerning Mad Brothers Earthmoving Pty Ltd or its related companies, their business affairs, property, customers, clients, directors and employees. The supplier agrees to keep such information strictly confidential at all times and will not (whether directly or indirectly), during this Agreement or thereafter, make use of, publish or disclose to any person, and must use its best endeavours to prevent the use, publication or disclosure of, this confidential information except for purposes directly relating to furthering Mad Brothers Earthmoving Pty Ltd.'s business objectives, in which case the Supplier must ensure it has approval before hand and take the necessary measures to ensure that confidentiality is protected.

14. Non Solicitation

The Sub-Contractor shall not accept any works directly from the Mad Brothers Earthmoving Pty Ltd client they have been appointed to service and shall not approach the client in order to sell their services directly to the client. Any breach of this clause entitles Mad Brothers Earthmoving Pty Ltd to withhold any monies owed to the supplier until such time as the client in question has paid their account balance in full to Mad Brothers Earthmoving Pty Ltd

15. Assignment

This agreement cannot be sold, transferred, assigned or sub- contracted by the Supplier.

16. Governing Law and Jurisdiction

This agreement is governed by the law of Victoria. The parties irrevocably submit to the non-exclusive jurisdiction of the Victoria courts.

17. Enforceability of Agreement

In the event of any invalidity of any part or provision of this Agreement such invalidity shall not affect the enforceability of any other part or provision of this Agreement.

18. Entire Agreement

This Agreement represents a full record of the Agreement entered into by Mad Brothers Earthmoving Pty Ltd and the Supplier related to the provision of the services by the Supplier and supersedes any previous Agreements or understandings, written or oral, existing between the parties. Any changes or additions to this Agreement shall not be binding unless mutually agreed and recorded in writing. This agreement will not be deemed to commence until all the relevant information and documentation required in the Schedules has been provided by the Supplier.

EXECUTED as an agreement

SIGNED for and on behalf of Mad Brothers Earthmoving Pty Ltd by its authorised representative.

Print Name

Signature

SIGNED for and on behalf of SUPPLIER by its authorized representatives.

Print Name

Signature

Administrative Details:

THE SUPPLIER:

Business Name: _____

ACN: _____ ABN: _____

Trading Name: _____

Owner Operator: Yes No

Contact Information:

Primary Contact: _____

Mobile: _____ Email _____

Admin. Contact: _____

Phone: _____ Email _____

Emergency Contact: _____

Home Phone: _____ Office Phone: _____ Mobile: _____

Address (Business)

Street: _____

City: _____ State: _____ Postcode: _____

Country: _____

Address (Postal) if different to above

Street: _____

City: _____ State: _____ Postcode: _____

Personnel:

1) First Name: _____ Surname: _____

Role: _____

Home Phone: _____ Mobile: _____

Email: _____

Union Affiliation: _____

Membership No.: _____ *Must Attach Copy

Heavy Vehicle License No.: _____

EPA License No.: _____

Red Card No.: _____ *Must Attach Copy

Driver's License No.: _____ *Must Attach Copy

2) First Name: _____ Surname: _____

Home Phone: _____ Mobile: _____ Fax: _____

Email: _____

Union Affiliation: _____

Membership No.: _____ *Must Attach Copy

Heavy Vehicle License No.: _____

Certificate of Competency No.: _____

EPA License No.: _____ Red Card No.: _____

*Must Attach Copy

Driver's License No.: _____ *Must Attach Copy

Financial:

Tax – GST Remitted: Weekly (paid to you with remittance)

Are you registered for GST? Yes / No

A.B.N.: _____ **Must attach certificate of incorporation.

Banking Details:

Account Name: _____

BSB: _____

Account No. _____ **Copy of Deposit slip must be attached.

Insurances:

Work Cover (Companies & Trusts)

Insurer: _____ Policy No.: _____

Certificate of Currency: _____ **Must attach copy

Sickness & Accident cover, Income Protection (if you are Sole Trader)

Insurer: _____ Policy No.: _____

Certificate of Currency: _____ **Must attach copy

Superannuation Fund

Fund Name: _____ Fund No: _____

Payment Schedule: _____

Owner Driver Public Liability

Insurer: _____ Policy No.: _____

Certificate of Currency: _____ ****Must attach copy**

Plant Insurance

Insurer: _____

Policy No.: _____

Certificate of Currency: _____

****Must attach copy**

Plant/Equipment Risk Assessment

Risk Assessment Completed **Yes** **No** (please circle)

Date Risk Assessment Completed: _____

****Copy of Risk Assessment must be attached**

****It is expected that the above equipment as a minimum is carried and maintained at all times****

Plant Details

****If you are registering multiple plant equipment items (i.e. 10 Ton Exc and 15 Ton Exc) you will need to print 2 copies of page and fill out both machines details.**

Plant Type _____ Make _____ Model No. _____

Year _____ Weight (Ton) _____ Rego No. (If

App) _____

****Please supply a current photo of plant**

Plant Attachments & Accessories

<i>Rock Breaker</i>	<i>Rock Grab</i>	<i>Compaction Plate</i>	<i>Ripper Tyne</i>
<i>Rubber Tracks</i>	<i>Zero Swing</i>	<i>Spastic Arm</i>	<i>Dozer Blade</i>
<i>Offset Boom</i>	<i>ROPS</i>	<i>Canopy</i>	<i>4 in 1 Bucket</i>
<i>Hoe Attachment</i>	<i>Smudger</i>	<i>Extender Hoe Forks</i>	<i>4WD</i>

Auges (Sizes) _____

Other Items _____

Bucket Sizes (mm) AGI 300 350 400 450 600 750 800 900 1000 1100 1200

Mud Bucket (mm) _____ Other _____

Quick Hitch Tilt Hitch

Sorting Bucket (Gap Size) _____

Truck Details

	<i>Truck 1</i>	<i>Truck 2</i>	<i>Truck 3</i>
Registration:			
Year:			
Make and Model:			
Capacity:			
Truck GVM:			
Truck Tare:			
Airbags or Spring suspension:			
Cab over/ Long nose:			
Fold in Mirrors:			
Low/High sides:			
Swinging Tailgate: (Yes or No)			
Tarps: (Roll out or Pull out)			
Truck body: Aluminium/steel			
Reverse Alarm			
Amber flashing light:			

Trailer Details

Registration:			
Year:			
Make and Model:			
Capacity:			
Trailer GVM:			
Trailer Tare:			
Air bags or Spring suspension:			
Swinging Tailgate: (Yes or No)			
Low/High sides:			
Tarps: (Roll out/ Pull out)			
Trailer body: Aluminium/steel			
Reverse Alarm:			
Amber flashing light:			

Recipient Created Tax Invoice (RCTI)

This Agreement is made this day

_____ of, _____ / _____ /20 _____

1. *Mad Brothers Earthmoving Pty Ltd; and*

2. *Name:* _____ *ABN* _____

Address: _____

It is a requirement from the ATO that both parties enter into a written agreement supporting the use of RCTI. Therefore, if you accept Mad Brothers Earthmoving Pty Ltd.'s offer to issue you with RCTI, Mad Brothers Earthmoving Pty Ltd will prepare and create the RCTI.

Definitions:

Act means the New Tax System (Goods and Services Tax) Act 1999 and related legislation and Australian Taxation Office rulings.

Recipient Created Tax Invoice(s) RCTI means a recipient created tax invoice(s) (as defined in the Act) which is created by Mad Brothers Earthmoving Pty Ltd pursuant to this Agreement in respect of construction equipment such as trucks, excavators, bobcats, dozers, graders etc. supplied to Mad Brothers Earthmoving Pty Ltd by the Supplier.

Mad Brothers Earthmoving Pty Ltd agrees that;

1. The RCTI created will contain all required information, including the Australian Business Name of the Supplier, pursuant to the Act.
2. A copy will be generated and forwarded to the supplier with the original retained.
3. An adjustment note will be issued for any adjustment required to previous issued RCTI's.

Agreement

We (Supplier's Name) hereby agree Mad Brothers Earthmoving Pty Ltd holder of ABN No: 18 122 889 007 will provide the supplier with a Recipient Created Tax

Invoice (RCTI) at the time of each payment.

We acknowledge and agree that:

1. **We will not issue tax invoices** to MAD BROTHERS EARTHMOVING PTY LTD in respect of services provided.
2. We are registered for GST and we will notify MAD BROTHERS EARTHMOVING PTY LTD of the date of effect of any cancellation of our GST registration
3. Our ABN is _____

Signed for and on behalf of

MAD BROTHERS EARTHMOVING PTY LTD by:

Signature: _____

Print Name: _____

Position: _____

Signed for and on behalf of

THE SUPPLIER by:

Signature: _____

Print Name: _____

Position: _____