



AGREEMENT TO CONTRACT

CONDITIONS OF CONTRACT

1. I acknowledge and agree that there is no relationship of employer/employee with SRK Transport Pty Ltd and that SRK Transport Pty Ltd does not guarantee me any work.
2. I hereby agree that I am a self-employed contractor and, as such, I am not bound to accept any work through SRK Transport Pty Ltd.
3. I hereby agree to work for an agreed amount per hour, for actual on site hours or job price as agreed. I also acknowledge that there is no Guarantee of Hours offered by SRK Transport Pty Ltd in regards to this contract.
4. As a self-employed contractor, I give permission to SRK Transport Pty Ltd or their representatives to raise on a weekly basis a **“Recipient Created Tax Invoice”** on my behalf for work performed.
5. I agree to supply my Australian Business Number (A.B.N.) and Australian company number (A.C.N.) to SRK Transport Pty Ltd.
6. I agree to notify SRK Transport Pty Ltd Transport Services immediately if my Australian Business Number (A.B.N.) or Australian Company Number (A.C.N.) registration details are cancelled or changed.
7. I acknowledge if I do not supply an Australian Business Number (A.B.N.) SRK Transport Pty Ltd must withhold tax at the Australian Tax Office prescribed rate.
8. I acknowledge it is my responsibility to complete a business activity statement as prescribed by the Australian Tax Office.
9. I agree I have no claims on SRK Transport Pty Ltd in respect of holiday pay, long service leave, sick pay, superannuation, work cover or any similar payments.
10. I agree that SRK Transport Pty Ltd has no responsibility or liability to me, accept that I am guaranteed to be paid for actual on site hours worked or agreed job price for work done.
11. It is agreed that I must carry out all work that I agree to accept through the agency of SRK Transport Pty Ltd in a Safe and Professional manner.
12. I hereby agree to supply, at my own expense, any equipment including safety equipment, where necessary to perform the work allocated to me by SRK Transport Pty Ltd .



13. I agree to abide by all safety and work regulations and instructions and to comply with all road and safety regulations.
14. I am prepared to wear any protective clothing; foot wear or safety equipment that may be required by the company that I am working for.
15. I understand that it is law that a 0% BAC (Blood Alcohol Content) applies to drivers.
16. I understand that under no circumstances I am to be under the influence on non-prescribed drugs or illicit substances.
17. I understand **NO** alcohol is to be consumed whilst engaged in work on behalf of SRK Transport Pty Ltd.
18. If, for any reason, my drivers licence is suspended or cancelled I agree to inform SRK Transport Pty Ltd within 24 hours at my earliest convenience.
19. I agree to abide by all SRK Transport Pty Ltd rules and policies, as published.
20. Motor vehicles – The contractor must ensure that all vehicles it supplies:
 - (a) Have a current registration certificate;
 - (b) are driven by a driver holding a current applicable endorsed drivers licence recognised in the state of VIC;
 - (c) are Road worthy;
 - (d) are of a clean and neat appearance.
21. I agree that under no circumstances I am to approach any of SRK Transport Pty Ltd clients to work directly or indirectly for the period of 6 months after giving notice. Failure to comply will result in an agency fee of up to \$5000.00 per driver payable by the subcontractor.
22. I agree that all paper work must be filled in correct detail as directed by the client that I am working for and that all con notes must be signed and include a printed name, time and date and to be emailed or faxed to SRK Transport Pty Ltd
23. I agree that I am responsible for the freight in a vehicle and that I have appropriate paper work for any freight on board and must have my vehicle locked at all times and provide such security locking devices as deemed necessary.
24. As an Independent contractor, I also agree to be charged for Runsheet Books \$5.00 & GST and Uniforms at COST & GST.
25. I agree to pay \$5.00 a week, to cover postage and handling of RCTI, the sorting out of any pay issues and any other Administration related problems.



Please signify your approval of this agreement by signing where indicated below.

SUNSET CLAUSE

This agreement is for the term of 12 months commencing as of __/__/____ continuing to __/ __/____ at which point it will be reviewed.

CONTRACTOR

To the best of my knowledge, the information supplied by me is accurate and true. I have read and agree to the “Condition of Contract”.

Signed _____ Name _____

For and on behalf of _____ Date

SRK TRANSPORT PTY LTD

Signed _____ Name _____

For and on behalf of SRK Transport Pty Ltd Date

_____ Name _____