



SUBCONTRACTOR AGREEMENT

Legal Entity: (Please Circle) Pty Ltd Trust

Legal Name:

Registered Business Name:

ABN:

ACN:

GST Registered: YES / NO (Please circle)

Business Address:

Postal Address:

Mobile:

Email:

Director(s)/Trustee(s) Names:

INSURANCES

(Please attach Certificates of Currency)

Public Liability Insurer:

Policy Number:

Insured Amount:

Expiry Date:



Workcover Insurer: (If applicable)

Policy Number:

Insured Amount:

Expiry Date:

Personal Accident Insurer: (If applicable)

Policy Number:

Insured Amount:

Expiry Date:

Commercial Motor Insurer: (Vehicles & Plant)

Policy Number:

Insured Amount:

Expiry Date:

OPERATOR INFORMATION

OPERATOR NAME			MOBILE NUMBER	
EMAIL ADDRESS				
EMERGENCY CONTACT				
PRIMARY CONTACT PERSON			SECONDARY CONTACT PERSON	
Name			Name	
Relationship			Relationship	
Address			Address	
Work Number			Work Number	
Mobile Number			Mobile Number	
Email			Email	
MEDICAL INFORMATION				
	YES	NO	COMMENTS (If YES please state the type and any impairments that may impact your ability to perform the works)	
Allergies				
Medical Conditions				
Current Medication				
Blood Type				
HEAVY VEHICLE (TRUCK) LICENCE (Provide Copy)				
Licence Type			Provide copy of operator/s Drivers Licence, also provide a copy of licence status and currency, this can be downloaded from the link https://www.service.transport.qld.gov.au/checkdriverlicencestatus	
Licence Number & Renewal Date			Do your vehicles require a Drivers Medical Assessment to be completed if so provide the details of the vehicles (ensure medical assessment is carried by the driver) YES NO (please circle)	



MACHINE / EQUIPMENT

GENERAL MACHINE DETAILS	MACHINE 1	MACHINE 2	MACHINE 3
Type (Excavator / Tipper / Bobcat)			
Year of Manufacture			
Make			
Model			
Serial or VIN Number			
Registration Number (Mandatory)			
Extra Information			
MACHINE PARTICULARS			
Size (Tonnage)			
Tipper or Flat Bed	<input type="checkbox"/> Tipper <input type="checkbox"/> Flat Bed	<input type="checkbox"/> Tipper <input type="checkbox"/> Flat Bed	<input type="checkbox"/> Tipper <input type="checkbox"/> Flat Bed
Tipper Size (m3)			
Width of Machine	Min: _____ Max: _____	Min: _____ Max: _____	Min: _____ Max: _____
Height of Machine			
Max Dig Depth			
Max Reach (at ground level)			
Height Limiter	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Canopy	<input type="checkbox"/> Removable <input type="checkbox"/> Fixed	<input type="checkbox"/> Removable <input type="checkbox"/> Fixed	<input type="checkbox"/> Removable <input type="checkbox"/> Fixed
Tracks	<input type="checkbox"/> Rubber (Pads) <input type="checkbox"/> Steel	<input type="checkbox"/> Rubber (Pads) <input type="checkbox"/> Steel	<input type="checkbox"/> Rubber (Pads) <input type="checkbox"/> Steel
Wheeled	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Bucket Sizes & Types (Specify bladed, mud, trenching etc)			
Tilt Hitch	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Tilt Batter Bucket	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Augers	<input type="checkbox"/> 150 <input type="checkbox"/> 200 <input type="checkbox"/> 250 <input type="checkbox"/> 300 <input type="checkbox"/> 350 <input type="checkbox"/> 400 <input type="checkbox"/> 450 <input type="checkbox"/> 600 <input type="checkbox"/> 900 <input type="checkbox"/> 1000 <input type="checkbox"/> Rock auger (Size/s: _____)		
List all attachments	<input type="checkbox"/> Rockbreaker <input type="checkbox"/> Ripper <input type="checkbox"/> Rock Grabs <input type="checkbox"/> Spreader Bar <input type="checkbox"/> Slings <input type="checkbox"/> Chains <input type="checkbox"/> Pallet Forks <input type="checkbox"/> Broom <input type="checkbox"/> Compaction Wheel <input type="checkbox"/> Extensions (Number: _____)		

Extra Information

TRUCKS & TRAILERS

(Pls Circle)	TRUCK / TRAILER 1	TRUCK / TRAILER 2	TRUCK / TRAILER 3
Type (pls circle):	Flat / Tray / Tipper	Flat / Tray / Tipper	Flat / Tray / Tipper
GVM			
TARE			
GCM			
Size (tonnage/meterage)			
Year of Manufacture:			
Make:			
Mode:			
Rego #/Exp:			
Width:			
Height:			
Wind out tarp	YES / NO	YES / NO	YES / NO
Auto retractable	YES / NO	YES / NO	YES / NO
Low sides	YES / NO	YES / NO	YES / NO
High sides	YES / NO	YES / NO	YES / NO
Steel Body	YES / NO	YES / NO	YES / NO
Aluminium Body	YES / NO	YES / NO	YES / NO
Swinging Tailgate	YES / NO	YES / NO	YES / NO
Bonnet	YES / NO	YES / NO	YES / NO
Cab over	YES / NO	YES / NO	YES / NO



EARTH
LIMITLESS EARTHMOVING

SHIFTERS
SOLUTIONS AUSTRALIA

SAFETY

SAFETY FEATURES (All Machines & Trucks - Please Circle)

Reversing Alarms: **YES / NO** If no, please include details:

Flashing Lights: **YES / NO** If no, please include details:

R.O.P.S (Machines only): **YES / NO** If no, please include details:

Seat Belt: **YES / NO** If no, please include details:

Emergency Stops: **YES / NO** If no, please include details:

First Aid Kit: **YES / NO** If no, please include details:

Fire Extinguisher: **YES / NO** If no, please include details:

Anti-Burst Valves: **YES / NO** If no, please include details:

E-Stops: **YES / NO** If no, please include details:

Battery Isolation Switch (Machines Only): **YES / NO** If no, please include details:

Other (please specify):



TICKETS

The Sub-Contractor must complete the below and attach all relevant CLEAR FRONT & BACK copies of Licence's / Ticket's / Card's

Operator Tickets, Verification of Competencies (VOC) and other Certificates

1. Qualification		2. Qualification	
Card/Cart #:		Card/Cart #:	
Date of Issue:		Date of Issue:	
3. Qualification		4. Qualification	
Card/Cart #:		Card/Cart #:	
Date of Issue:		Date of Issue:	
5. Qualification		6. Qualification	
Card/Cart #:		Card/Cart #:	
Date of Issue:		Date of Issue:	

General Construction Induction Training (Blue/White Card)

Card Number:	
Date of Issue:	
State of Issue:	

Please list any operations that you are inducted with: (this will boost work opportunities)



PAYMENT

Please complete & sign one of the following three options as follows.

- **20% Commission:** *paid on a fortnightly basis, payments will be made on the 15th and the 30th (or the closest business day thereafter - payment is made two weeks in arrears).*

I, _____ hereby agree to the conditions of the 20% payment option.

Your unit will be allocated jobs by the **Earth Shifters** booking system. You must also keep us informed if there are any problems with the listed equipment you normally would have available. As a subcontractor, you are part of the **Earth Shifters** team and your equipment must be available during the contracted hours. We encourage you to actively promote **Earth Shifters** and generate jobs for your machine. If you find a job, ask the customer, when they book the job, to request that you be assigned to the job and we will ensure that the system will book the job against your name. The customer must book all jobs for your machines during the contracted hours through the **Earth Shifters** office.

I, _____ hereby agree that by signing this document I have read and agree with all Terms and Conditions:

EXECUTED BY:
Sub-Contractor: _____

This agreement is to remain confidential between **Earth Shifters** and the above-signed subcontractor.

WITNESS
Earth Shifters _____

Date: _____



PAYMENT

- **15% Commission:** *paid on a monthly basis, payments will be made on the 15th of each month (or the closest business day thereafter), payment is made a month in arrears.*

I, _____ hereby agree to the conditions of the 15% payment option.

Your unit will be allocated jobs by the **Earth Shifters** booking system. You must also keep us informed if there are any problems with the listed equipment you normally would have available. As a subcontractor, you are part of the **Earth Shifters** team and your equipment must be available during the contracted hours. We encourage you to actively promote **Earth Shifters** and generate jobs for your machine. If you find a job, ask the customer, when they book the job, to request that you be assigned to the job and we will ensure that the system will book the job against your name. The customer must book all jobs for your machines during the contracted hours through the **Earth Shifters** office.

I, _____ hereby agree that by signing this document I have read and agree with all Terms and Conditions:

EXECUTED BY:
Sub-Contractor: _____

This agreement is to remain confidential between **Earth Shifters** and the above-signed subcontractor.

WITNESS
Earth Shifters _____

Date: _____



PAYMENT

- **12% Commission:** *payment is made 30 days after end of month or the closest business day thereafter.*

I, _____ hereby agree to the conditions of the 12% payment option.

Your unit will be allocated jobs by the **Earth Shifters** booking system. You must also keep us informed if there are any problems with the listed equipment you normally would have available. As a subcontractor, you are part of the **Earth Shifters** team and your equipment must be available during the contracted hours. We encourage you to actively promote **Earth Shifters** and generate jobs for your machine. If you find a job, ask the customer, when they book the job, to request that you be assigned to the job and we will ensure that the system will book the job against your name. The customer must book all jobs for your machines during the contracted hours through the **Earth Shifters** office.

I, _____ hereby agree that by signing this document I have read and agree with all Terms and Conditions:

EXECUTED BY:
Sub-Contractor: _____

This agreement is to remain confidential between **Earth Shifters** and the above-signed subcontractor.

WITNESS
Earth Shifters _____

Date: _____

TERMS & CONDITIONS

1. **INSURANCES:** Under the terms of this agreement you are responsible for insuring all the Plant & Equipment for full comprehensive cover. You are also required to have a minimum of \$10 million of public liability insurance. These are to be kept current at all times **CERTIFICATES OF CURRENCIES MUST** be provided to Earth Shifters (the Contractor). Where the sub-contractor fails to provide renewed Certificates of Currencies Earth Shifters will immediately cease allocation of jobs to the sub-contractor. **Tax invoices for premium payments will not be accepted as proof of cover.**
2. **REGISTRATION:** Your truck and machinery must carry current QLD Transport registration.
3. **FIRE ANTS:** It is Earth Shifters company policy that we will not work in Fire Ant designated areas unless a DPI inspection number has been allocated. The DPI number will need to be quoted on the job docket and on the movement certificate for any material carted to an approved tip.
4. **ABN:** You have to provide proof of being registered for GST to the Earth Shifters office otherwise a 48.5% withholding tax will apply.
5. **BEFORE YOU DIG:** If necessary deemed by the operator/subcontractor, they will complete a 'Dial Before You Dig'. Visit BYDA - Before You Dig: <https://www.byda.com.au/> or call them on 1100. Any project, including work on private properties, can damage assets located around your dig site. This can lead to service interruptions, delays, costly repairs and in the worst-case scenario - injury or death. This will help to identify potential hazards and plan construction and excavation projects safely. The primary purpose of this service is to prevent damage to underground infrastructure, such as gas lines, water pipes, electricity cables, telecommunications networks, etc.
6. **VEHICLE AND PLANT CLEANING:** To assist in controlling the spread and eradication of fire ants and other contaminants, the Subcontractor agrees to thoroughly clean the equipment before leaving each site.
7. **OPERATOR TICKETS/SAFETY INDUCTION TICKETS:** The following minimum is required:
 - 6.1 - Tickets for the operation of all the Plant & Equipment as described in your unit.
 - 6.2 - General Safety Induction card (National).
 - 6.3 - Copies MUST be supplied to Earth Shifters.
8. **CUSTOMER SERVICE:** The subcontractor is a representative of Earth Shifters. Therefore, the sub-contractor is expected to promote customer satisfaction and in particular ensure that:
 - 7.1 - The operator is ready to start work for the customer by the specified start time.
 - 7.2 - The work is completed as per the customer's requirement.
 - 7.3 - The work is completed in a timely fashion without unnecessary delays.
 - 7.4 - Risks to persons and property are minimised.
 - 7.5 - A "Work Method Statement" is now required by the QLD Government to be held by all operators and their machinery.
 - 7.6 - The sub-contractor will be required to cooperate fully to rectify any damage, claims and complaints. Sub-contractors must not leave the job site at which any damage, claims or complaints have been raised without first contacting the bookings office.
9. **SIGNAGE:** Sub-contractors must display Earth Shifters signs/magnets on Trucks, Plant & Equipment whilst working for Earth Shifters customers and during the specified hours of this agreement. Stickers and magnets are available, free of charge.
10. **PROMOTION:** The Subcontractor is encouraged to promote Earth Shifters and generate jobs for their equipment. This work can be booked through Earth Shifters, simply ask the customers to require you for the job at the time of booking. Seeking direct payment is not permitted on Earth Shifters jobs or to existing Earth Shifters customers and if undertaken will cause this agreement to cease immediately and may result in legal action.
11. **TERMINATION OF THIS AGREEMENT:** This agreement can be terminated by either party giving one month's notice in writing. This agreement may also be terminated by Earth Shifters immediately following serious misconduct by the sub-contractor. Serious misconduct includes but is not limited to WH&S requirement breaches, major damage to client's property, unsafe plant and equipment and soliciting business from Earth Shifters customers.
12. **CANCELLATIONS:** The customer has the right to cancel one hour before your start time. There is no charge to the customer if they cancel in time. If they cancel within the hour, they will be charged the minimum. A cancellation less than an hour's notice, a signature is not always relevant and will be billed for 1 hour travel, the customer will be advised at the time of cancellation by the office. If the operator arrives at site, unloads with customer onsite and the customer cancels there is a minimum hire charged, and a signature must be received by the customer.
 - 10.1 - The Contractor may at any time cancel the order for Work either in part or in whole. All costs properly incurred to the date of cancellation and substantiated with supporting documentation may be charged to Earth Shifters.
13. **TIP FEES:** All operators must check with the Earth Shifters as to where to take loads to tips unless instructed by the Customers onsite. All tip fees must go on Earth Shifters account while working for Earth Shifters.

- 14. JOB DOCKETS:** The Subcontractor agrees to complete Earth Shifters' official job docket with all required details and ensure the job docket is signed off by an authorised representative of the Hirer.
- 15.** Approaching Earth Shifters customers that you may be subcontracted to while with the Earth Shifters is not acceptable and has legal ramifications.
- 16. WORK AT SITE:** The Subcontractor must, to comply with the terms and conditions herein, hold the relevant operator competency, current driver's license, construction induction card and any relevant qualification to work on specific sites e.g. pin card for railways.
 - 15.1 - The Subcontractor must ensure its trucks and machines have reverse beepers, and fire extinguishers operations at all times.
 - 15.2 - The Subcontractor drivers/operators must at all times wear personal protective equipment (PPE) such as hi-vis clothing and protective boots.
 - 15.3 - While representing Earth Shifters, the Subcontractor must present in a neat and tidy manner and at all times act in a safe and responsible way.
- 17. COMPLIANCE WITH STATUTES:** The Subcontractor must comply with all legislative requirements under the WHS Act 2011 and WHS Regulations 2011, including any direction from a local authority or other body having jurisdiction over the carry-out of works.
- 18. SUB-SUBCONTRACTING:** The Subcontractor shall not sublet any part of its Work without the prior written approval of Earth Shifters (the Contractor).
- 19. PAYMENT:** The Contractor shall pay monies due to the Subcontractor for invoices 30 days from end of the month or as per the signed agreement.
 - 18.1 - The Contractor's payment terms are subject to change by the Contractor giving thirty (30) days written notice.
 - 18.2 - In the event the Hirer refuses and/or fails to pay the Contractor's invoice either in whole or in part as a result of the Subcontractor failing to adequately complete the works then the obligation on the part of the Contractor to pay the Subcontractor shall be waived to the extent that the Hirer has failed to make such payment.
- 20. DISPUTE RESOLUTION:** Without prejudice to either party's rights under the Building and Construction Industry Payments Act 2004 and the Subcontractors' Charges Act 1974, either party may refer any dispute under, or arising out of, this Contract to the Institute of Arbitrators & Mediators Australia, for resolution under the Rules of the Construction Industry Dispute Resolution Scheme. Each case will first be referred to a Conciliator appointed by the Institute unless each party wishes to proceed directly to Arbitration. If the Conciliation is not satisfactorily concluded within six weeks or if the parties want to proceed directly to Arbitration, the Institute will appoint an Arbitrator who will make a final and binding award.
- 21. SEVERABILITY:** Any provision in these terms and conditions which is invalid or unenforceable in any jurisdiction must be read down for the purposes of that jurisdiction, if possible, so as to be valid and enforceable. If that provision cannot be read down then it is capable of being severed to the extent of the invalidity or unenforceability without affecting the remaining provisions of these terms and conditions or affecting the validity or enforceability of that provision in any other jurisdiction.
- 22. NON-SOLICITATION AGREEMENT:** All Subcontractors agree not to solicit or accept work directly from a Hirer for whom the Contractor has completed work, as a result of an introduction by the Contractor, for a period of two years after the last occasion the Subcontractor carried out work for a specific Hirer.
- 23. PRIVACY:** The Subcontractor authorises Earth Shifters to collect, retain, record, use and disclose consumer and/or commercial information about the Subcontractor. In accordance with the *Privacy Act 1988* for any purpose related to this contract or any work or work order, including to any debt collector, credit reference organisation and any other organisation that maintains credit references and/or default listings.

By signing this agreement, I agree to the Payment Terms and agree to be bound by Earth Shifters Terms and Conditions above which I have read and understood.

Signature: _____

Name: _____

Position: _____

Date: _____