



ABN 61 952 089 246 ACN: 007 453 465

Mailing Address P.O. Box 884, Kew 3101

Telephone: 03 9769 0022 Facsimile: 03 9769 0044 www.southernplanthire.com.au

Dear

Re: Operator Registration

Thank you for your interest in registering your equipment with Southern Plant Hire. With over 50 years of experience Southern Plant Hire is the best known and well respected agency in the business, servicing a number of major players in Victoria's building and civil construction industry. We take pride in providing a level of service to our clients and operators that exceeds expectations. We service all parts of Melbourne and beyond through our central location in Kew.

Southern Plant Hire's management systems have been ISO accredited and we are strongly committed to Occupational Health and Safety. We believe all parties involved in the hire and supply of machinery have a duty of care, and health and safety at work is the responsibility of everyone. Therefore in order to meet our Occupational Health and Safety requirements and ISO accreditation we require our operators to fill in and sign the attached Registration Form, complete a Southern Plant Hire Induction and supply us with copies of the following documents before we can engage them:

- Certificate of Company Registration (You must be Pty Ltd to register with Southern)
- Workcover Certificate of Currency or letter of exemption
- Public Liability Insurance Certificate of Currency (Minimum cover of \$10,000,000 required)
- Commercial Motor/Plant insurance Certificate of Currency
- Plant Hazard/Risk Assessment for all (less than 12 months old)
- Red Card
- Certificate of Competency & Licences
- Current vehicle registration (If applicable)
- Photo of truck/plant/equipment

You can make an appointment for your induction by calling your Kew office on 03 9769 0022.

We look forward to hearing from you and working with you in the near future,

Kind Regards

Leanne Boston Registration Dept

Process of Registration

- To register with Southern you are required to be a registered company (Pty Ltd) with an Australian Company Number (A.C.N.). Please supply a copy of your Company Registration Certificate.
- Copies of all requested paperwork as detailed in the registration form must be supplied. If they are not provided
 you will not be registered. PLEASE NOTE: Certificates of Currency for your Insurances are the only way to
 confirm that you are insured.
- You are required to supply current paperwork each year to keep your registration up to date. If Southern does not
 receive documents within 14days of expiry you may not receive work from us and payment may be withheld until
 paperwork is supplied.
- You MUST sign the terms & conditions and O H & S obligations and then follow them. Signing the Terms & Conditions also means that you will not work direct with Southern's customers.
- Southern require you to fill in and sign a new registration form every 2(two) years or when changes to legislation require it, to remain registered with them.
- Holding a Workcover Policy is a legal requirement, although not all companies qualify for it. To find out if you
 qualify or for more information contact Worksafe at www.worksafe.vic.gov.au or phone on 1800 136 089. If you
 qualify you must hold a policy and Southern requires you to supply a Certificate of Currency. PLEASE NOTE: It
 is NOT Personal Accident Insurance or Income Protection
- Public Liability Insurance is a cover for your company, also known as Broadform Liability. It is a separate
 insurance from your third party liability and must be held by all registered companies. Southern's requirement and
 the construction industry standard is that your policy must cover you for the minimum amount of \$10,000,000.
- Third party insurance for your truck is the minimum insurance cover. We recommend that you hold a comprehensive policy.
- You MUST hold the right Drivers licence for your type of truck or machine.
- There are specific & strict regulations regarding the handling, removal and transportation of hazardous materials (like contaminated soil with fuel and chemicals, as well as building materials containing asbestos). You must have an EPA licence to deal with these goods/materials. You do not have to have an EPA Licence to be registered with Southern.
- There is now an agreed national approach to OHS induction training in the construction industry. All operators
 including truck drivers are required to hold a White Card previously know as a red card. If you have a Red Card
 you do not need to get a White Card.
- You MUST have completed the certificates of competency related to your machine type.
- It is not compulsory to hold union membership. If you want to work on Union sites you will need to hold CBus or approved equivalent, Incolink and Co-Invest.





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OWNER-OPERATOR'S REGISTRATION FORM

OWNER/OPERATOR DETAILS - Photocopy of Company Registration MUST be attached as proof

Full Company Name:		Pty Ltd.	A.C.N. No:	
Trading Name:		Cor	ntact Name:	
Company Address:				Post Code
Telephone:	Fax No:		Mobile:	
Email address:				
Emergency Contact: Name:			Telephone:	
How did you hear about South	ern Plant Hire?			
HEALTH DETAILS				
A. O Yes O No Do		ndition which may affect your abilit	y to operate equipme	nt or drive a vehicle.
B. O Yes O No Is medical advice if in doubt)	your condition effectively manag	ed so that it poses no risk to any p	arty including yourse	lf. (You should seek expert
INSURANCE DETAIL	.S - <u>Photocopies of Certi</u>	ficate of Currency MUST I	oe attached as p	roof
Workcover:	Insurer	Policy	Expiry Date	
	Minimum cover for Public	Liability must be \$10,000,000	min.	
Public Liability:	Insurer	Policy	Expiry Date	\$10,000,000min
Truck/Plant Comp.:	Insurer	Policy	Expiry Date	

LICENCE DETAILS - Photocopies of licenses MUST be attached as proof

<u>Drivers Licence</u>		
Name:	Licence No:	Exp. Date:
Licence Endorsements:		
EPA Licence		
Licence No:	Exp. Date:	
Tarps (Type):		
MEMBERSHIPS - Photocopies of docu	mentation MUST be attached as proof	
#Super Fund:	Fund No.:	
Is your Super: Contributory / Non-Contributory? (P	lease circle)	
Do you have Super 'Exemption'? Yes / No (Please	circle) (If yes, please provide copy of Exemption)	
#Long Service Leave Reg. No.:	Co invest	
#Redundancy No.:	Incolink	
#Union M/ship:	Ticket No.:	
#Union and associated memberships a This is a request for information only.	re not a compulsory requirement for S	Couthern registration.
OH&S – COMPETENCIES/TRAINING MUST be attached as proof	COURSES - Photocopies of Tickets	& Plant Hazard Assessment/s
OH&S Certificate of Competency No.:	Train Awareness O Working	with children O
Are all service & maintenance records up to date and	current: Yes / No Red Card No:	
Have you had an Independent Plant and Risk Assess If no, please obtain one before you submit y		nonths: Yes / No
Date of last Plant and Risk Assessment:		
Note: It is standard policy of Southern I Risk Assessments be carried out yearly ASSESSOR and carried with the plant/to	on all items of truck/plant by an INDE	
Read & Agree O Yes O No		

OH&S - PERSONAL PROTECTIVE EQUIPMENT

Do you carry the following eq	uipment? Please o	ircle.				
Hard Hat:	Yes / No	Ear Muffs:	Yes / No	High V	is Shirt/ Vest:	Yes / No
Steel Capped Safety Boots:	Yes / No	Safety Glasses:	Yes / No	Glove	s:	Yes / No
Sun Protective Work Clothing	, Long Pants, Long	g Sleeves:	Yes / No			
30+ Sunscreen:	Yes / No	Broad Brim Hat:	Yes / No			
	ove listed per					quirements that Owner- ucks at all times whethe
Read & Agree O Yes	O No					
TRUCK DETAILS -	Copy of curre	nt registration MU	JST be atta	ched as pro	<u>of</u>	
Model:					Registratio	n No:
Carrying Capacity:						
Steel/Rock Body: Yes /	No Re	versing Beepers: Yes	/ No	Tarps:	Yes / No	
Flashing Light: Yes / No	Sw	inging Tailgate: Yes	/ No	Cabover:	Yes / No	
Is your truck body low enough	n to be loaded by a	bobcat? Yes / No				
TRAILER						
Carrying Capacity:		No. of Axles:			Registratio	n No:
Steel/Rock Body: Yes / No	Swing	ing Tailgate: Yes / N	0	Tarps: Yes	/ No	
TRUCK DETAILS -	Copy of curre	nt registration Ml	JST be atta	ched as pro	of	
Model:				-		n No:
Carrying Capacity:						
Steel/Rock Body: Yes /		versing Beepers: Yes	/ No	Tarps:	Yes / No	
Flashing Light: Yes / No		inging Tailgate: Yes		Cabover:	Yes / No	
Is your truck body low enough					-	
TRAILER	,					
Carrying Capacity:		No. of Axles:			Registratio	n No:
Rock Body: Yes / No				ps: Yes / No		

NOTE: Southern Plant Hire will not engage an operator for work if their vehicle or machine has competitor signage, in any form, on it. Please see terms & conditions.

PLANT AND EQUIPMENT DETAILS

EQUIPMENT	UNIT 1	UNIT 2	UNIT 3	UNIT 4
MACHINE, MAKE, MODEL				
CAPACITY				
WIDTH HEIGHT				
REGISTRATION NO.				
BUCKET SIZES				
REMOVABLE CANOPY				
EQUIPMENT ADDITION	NS & ATTACHMENTS			
4 IN 1 BUCKET				
ZERO SWING				
KNUCKLE BOOM				
SLEW BOOM				
RUBBER TRACKS				
EXTEND-A-HOE				
GPS/LASER OTHER ADDITIONS				
FORKS				
HAMMER				
RIPPER				
AUGER SIZE				
AUGER DEPTH				
COMPACTOR WHEEL				
COMPACTION PLATE				
ANGLE TILT BUCKET				
TILT HITCH				
SMUDGER				
ROCK GRAB				
SWEEPER				
TRENCHER				
LIFTING EQUIPMENT				
LUGS				
CHAINS	uipment up to date and current			

Is all additional lifting equipment up to date and current? Yes / No

Note: Southern Plant Hire require all chains, lifting lugs, and other lifting equipment carried with machines, to be up to date and certified in accordance with current industry and workplace standards.

NOTE: Southern Plant Hire will not engage an operator for work if their vehicle or machine has competitor signage, in any form, on it. Please see terms & conditions

Operator's Occupational Health & Safety Obligations

The operator/employer must ensure that they comply with the following obligations at all times while they are engaged by Southern Plant Hire Pty Ltd.

In meeting each of the obligations, operator/employer must comply with all applicable laws, Australian Standards, industry standards and client requirements. However, the operator/employer is not required to comply with any requirement where to do so would be unlawful (unless the operator/employer could make it lawful by obtaining a licence permit, qualification or similar approval required for products or services that the operator/employer has agreed to provide)

Under the workplace Health and Safety Act all self-employed persons are to provide their own health and safety in the conduct of their business or undertaking. Employers and self employed persons also have an obligation to ensure the safety of other persons, such as members of the public. Employers have the additional requirements to ensure the workplace health and safety of each of their workers at work

General

- Any incidents (Which includes near misses) involving the operator/employer must be immediately reported to the Site Manager or Delegate.
- Vehicles must use only recognized entrances and exits when entering or leaving the site. Speed limits must be observed.
- 3. Safety signs must be obeyed.

Induction and Site Requirements

- The operator/employer will ensure that no work will be undertaken unless the appropriate licence, permit, certificate of competency or qualification as per the 1. site requirements and laws of the relevant jurisdiction are held.
- All personnel who will be performing the physical work on site, undertake the relevant general safety induction, site orientation or any other required induction such as those required by law or industry standards.
- 3. All personnel must report to the Site Manager or delegate on arrival on site.

Personal Safety

- The operator/employee must ensure that they dress appropriately for each task and wear fully closed-in foot wear at all times. In addition the operator/employer 1. will provide specific personal equipment at sites where required.
- The operator/employer will observe the smoking restrictions in force on premises.
- No person will be permitted to enter or work on any site while under the influence of illegal or narcotic drugs or in an intoxicated state. Alcoholic beverages must not be consumed or stored on premises.
- The operator/employer must ensure that they comply at all times with all laws and policies regarding harassment and discrimination. Any form of harassment will 4.
- Report to work in a fit state, unimpaired by any substance, including when they return to work following scheduled breaks.
- Ensure the law is adhered to in relation to the possession and consumption of substances including alcohol

 Advise their supervisor /Southern Plant Hire representative if they or any other employee/sub-contractor, is known to be, or suspected of being, unable to perform their duties due to the effects of drugs and /or alcohol.
- Question their Doctor/Pharmacist in regard to possible effect, or side effect, if any of their medications may have on work and/or safety performance.
- Recognise that performance of their duties could be affected by alcohol or drugs and instigate appropriate risk control measures.
- 10.
- Not undertake duties if their ability to perform their duties safely, competently and professionally is affected by alcohol or drugs

 Not possess, distribute or otherwise consume any prohibited substance, or deliberately misuse substances, during work hours or when operating company assets

 Operators/drivers may be subject to drug and alcohol testing on customer work site. Operators and Drivers agree to abide by the site OH&S procedures and
- policies.

Fit for Work Policy - Policy Statement

Southern Plant Hire is committed to providing a safe work environment for all its employees and others within the workplace. By encouraging all individuals to be "fit for work" through a process of education, awareness, assistance, counselling and direct action.

Southern Plant Hire has a responsibility for the provision of a safe, healthy and productive workplace. This means that employees/sub-contractors also has a duty as individuals to maintain personal 'fitness for work

Employees/sub-contractors are required to attend work in a good physical and mental condition so duties are performed in a safe, efficient and productive manner. Employees/sub-contractors should be aware that certain factors may affect fitness for work and impact their ability to work safely Factors may include:

- General health and fitness
- Secondary employment
- Recreational activities and sport
- Medications
- Insufficient sleep/fatigue
- Excessive work hours/demands
- Injury or illness (work or non-work related)
- Consumption of alcohol or other drugs
- Personal factors (e.g. psychological, psychiatric issues, family issues or illness)

Any employee/sub-contractor who attends work in an unfit state is operating outside of the companies' policy and may be subject to counselling or disciplinary action depending on the degree of awareness of the risk to safety.

Southern reserves the right to stand down any employee or sub-contractor its suspects of being unfit for work. This may also require the affected worker presenting themselves to a medical practitioner prior to the continuation of duties.

Plant & Equipment

- All plant, equipment provided by operator/employer shall be their direct responsibility at all times. These items will be maintained to meet all OH&S legal requirements as well as any relevant industry safety standard. Documents, results of plant risk assessments will be available to Southern Plant Hire and the delegated site contact on request.
- Operator/employer must ensure that all personnel operating equipment are not impaired by fatigue or sleep loss and have sufficient time to rest between shifts. The owner operator/employer will comply with all relevant laws concerning fatigue, fatigue management, rest breaks and record keeping. As a guide shifts should not be longer than 12 hours including breaks and at least 10 hours between shifts.
 - If the operator/employer believes they may be impaired by sleep loss or fatigue they must cease work immediately and contact the Site Manager or delegate and organise for a replacement or rest break.
 - Where the owner operator is obliged to take mandatory rest or meal breaks, such rest breaks will not be paid for as time worked.
- Operator of equipment must be trained and licensed where relevant.
- Plant & equipment must be stored, operated and maintained in accordance with manufacturer's specifications and relevant legislative and Australian Standards requirements.
- 5. Noise levels are to be kept to a minimum (and at all times within legal limits)

Fire Protection

- The operator/employer must ensure that they are familiar with all emergency procedures for the site including the location of emergency exits and evacuation 1. assembly points.
- 2 In carrying out works the operator/employee must not restrict or impeded emergency evacuation routes or access to fire fighting equipment.

Asbestos/ Hazardous Materials

- If hazardous materials are present, location details are to be noted to ensure that personnel undertaking work are not at risk of exposure. The operator/employee must ensure that materials containing asbestos are not disturbed.
- The operator/employer must notify the Site Manager if any personnel suspect the presence of asbestos

 If works require the disturbance of asbestos, the operator/employee must inform the Site Manager before commencing work. If the operator/employee is to remove any asbestos, the operator/employee must be an accredited asbestos removalist.

Site Management

- The operator/employer is responsible for maintaining a clean and tidy worksite. All waste will be disposed of by the operator/employer offsite, unless the Site Manager or delegate specifies otherwise.
- All precautions must be made to minimise the generation of environmental hazards, such as exposure to chemical substances, dust fumes, gases and vapour.

Working at Heights

- Where possible, the need to work from heights should be eliminated.
- Approved height protection control measures must be implemented based on risk.
- 3 The operator/employer must ensure they have received training in the correct use of equipment.

TERMS AND CONDITIONS

- Throughout these Terms and Conditions the term "Southern" shall mean Southern Plant Hire Pty. Ltd, or Trading Names(s) The term "Owner-operator" shall mean
 the person, firm, or corporation, including the Owner-operator's employees to who plant hire services are engaged by Southern, and from whom the delivery docket
 is received.
- 2. These Terms and Conditions of sale/hire shall apply to the exclusion of all others, including any Terms and Conditions of Owner-operator (whether on the Owner-operators Tax Invoice or otherwise). No goods or service will be supplied by Southern on any terms of conditions other than those set out herein, and by the Owner-operator accepting the plant hire job shall be deemed to agree to these Terms and Conditions.
- 3. The Owner-Operator MUST be registered as a Pty Ltd company and MUST hold a current Workcover Policy, to be eligible to register with Southern.
- 4. Southern reserves the right, to enforce a payment penalty and/or remove an operator from site and/or deregister the operator, when an operator fails to notify Southern of competitor signage, in any form, on truck or plant equipment.
- 5. The Owner-operator is under the strict instruction of the customer site representative (Foreman) whilst on-site, and must adhere to all site health and safety requirements as set by the customer.
- 6. Whereby the owner employs operators, the owner agrees to ensure all employed operators have the relevant certificates of competency, licences, red card and are covered by the owners or their own insurance.
- 7. Where the Owner-operator was introduced to the client by Southern, the Owner-operator shall be liable to pay the commission even where the Owner-operator is employed/engaged directly by the client or engaged via a third party as a consequence of the efforts of Southern.
- 8. Unless otherwise agreed by Southern in writing to the contrary, rates payable to the Owner-operator for equipment hire are based on Southern standard rates. Any allowances and/or benefits payable to Owner-operators will be paid as extra to the applicable hourly rate. Allowances must be listed on the submitted hire docket and have the approval of the client and Southern. (signed hire docket)

Payment terms are nett 30 days, thus being paid weekly 30 days following receipt of Tax Invoice/Owner-operator Hire dockets (signed), and are conditional on the following:

- a) Owner-operators must have previously completed and submitted the Southern 'Recipient Created Tax Invoice' (RCTI) agreement if a Tax invoice is not submitted with Owner-operator hire dockets.
- b) Southern reserves the right to reject claim for payment when dockets received are older than 21 days from the work undertaken.
- c) Southern reserves the right to reject claim for payment when dockets received are not completed properly or are unsigned by the client.
- d) Owner-operator hire dockets must be attached to Tax Invoice upon submitting, unless already received by Southern. Tax Invoices will not be processed for payment until Owner-operator dockets have been received.
- e) Plant Operators Daily Safety Checklists' must be carried out and completed on all submitted hire dockets. Hire dockets will not be processed for payment otherwise.
- The Owner/Operator indemnifies Southern and its representatives against any loss or damage whatsoever including consequential loss or damage to any property,
 injury or death of any person or financial loss suffered by any person arising out of the performance, failure to perform, or attempted performance by the Owner-Operator.
- 10. These Terms and Conditions are to be read in conjunction with the "Terms and Conditions of Hire" listed on the Hire Dockets.
- 11. On signed completion of this form, the Owner-operator agrees that:
 - a) They have read the above Terms and Conditions and standard policies stated on the attached forms and agree to be bound by the said Terms and Conditions and the Southern company policies.
 - b) The information provided is true and correct, and that Southern will not be held responsible for any accident/incident that may be caused due to the sub-contractor not adhering to Southern Terms and Conditions, and Policies.
 - c) Southern can at their discretion pass on my personal information and or documentation requested in this Owner Operator Registration form to any client of Southern for the purpose of obtaining work.
 - d) It is the responsibility of the Owner–operator to keep information and paperwork, related to this registration form, current and up-to-date. Payment may be held if this is not done and offers of work may cease.
 - e) Southern can obtain current copies of Insurance Certificates of Currency as listed as part of Southern registration requirements, directly from the Insurance Broker or Insurer, as required.

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TERMS & CONDITIONS (CONT')

12. The Owner/Operator, its sub-contractors and employees will maintain confidentiality and will not disclose, publish or use any data or information relating to the client, the client's business, the Services or the Agreement except as required to carry out the Services or meet obligations or duties to the Client or Southern Plant Hire except in circumstances where prior written consent has been obtained from Southern Plant Hire to allow such disclosure, publishing or use.

Information will include but not be limited to materials concerned with: methods and data, trade secrets, commercial contracts, financial models, pricing, rates of pay, key controls, product specific information, technical data, intellectual property, computer software documentation and specifications, and any information concerning the trading or valuation of any security or share.

13. These Terms & Conditions supersede all previous terms & conditions.

SOUTHERN PLANT HIRE AGREEMENT

I have read and fully understand the Terms and Conditions and OH&S obligations in this document. The information I have provided is true and correct to the best of my knowledge. I agree to follow the Terms & Conditions and O H & S Obligations set out in this Registration Form. SIGNATURE (Director/Owner) **SIGNATURE** (Operator, if not the owner) **FULL NAME (please print) FULL NAME (please print)** **DATE DATE PLEASE NOTE:** ALL PAGES ARE TO BE FILLED IN AND RETURNED FOR PROCESSING AND APPROVAL AT INDUCTION A Southern Plant Hire Induction has been completed byon/..... Induction conducted by (Southern Plant Hire representative) (Signed for and on behalf of Owner/Operator) (Signed for and on behalf of Southern Plant Hire Pty Ltd)

DIRECT PAYMENTS WITH EFT

In line with current business practice, Owner-operators are paid directly into their Bank, Credit Union, or Building Society accounts. To assist in this regard, please complete your account details and have your financial institution verify this information. This will ensure prompt payment once registration has been approved.

Please complete this form and fax it with the registration form to (03) 9769 0044. Also, if possible please attach a copy of a deposit slip to confirm BSB and account numbers.

Owner-operator's Full Name:	
Account Title:	Name(s) in which your bank account is held
Name of Financial Institution:	
Branch:	
Financial Institution BSB No.	
Account No.:	
	OWNER SIGNATURE
	DATE



GOODS AND SERVICES TAX

RECIPIENT CREATED TAX INVOICE (RCTI) AGREEMENT

Kew VIC 3101		
AND:		
Company Name	(the 'Supplier')	
Print ABN Number	ABN	
Print Address		
Print Address		

With respect to the Supplier agreeing to make supplies to Southern and Southern agreeing to receive such supplies from the Supplier, the parties agree to the following:

- 1. Southern can issue Recipient Created Tax Invoices (RCTI's) in respect of the supplies;
- 2. The Supplier will not issue tax invoices in respect of the supplies;
- 3. The Supplier acknowledges that it is currently registered for GST and that it will notify Southern if it ceases to be registered;
- 4. Southern acknowledges that it is currently registered for GST and that it will notify the Supplier if it ceases to be registered;
- 5. Southern indemnifies the Supplier for any liability for GST and penalty that may arise from an understatement of the GST payable on any supply for which it issues a RCTI.

Signed for and on behalf of Southern Plant Hire P/L	Signed for and on behalf of the Supplier	
Signature	Signature	
Name – Please Print	Name – Please Print	
Date	Date	

BETWEEN:

PO Box 884.

Southern Plant Hire Pty. Ltd. (Southern)

CONTACTS FOR PLANT OPERATORS

Plant Hazard Risk Assessment Jim Gascoigne - 0428 554 200 (Less than 12 months old) Ray Woll - 0414 497 580

Greg Mayhew - 0413 313 606 Jason Langone - 0411 668 509

Construction Industry Information Australian Building & Construction Commission

www.abcc.gov.au

Safe Work Procedure for Operation of Plant See us for details

Certificate of Competency Civil Contractors Federation – 9819 5170

OH&S White Card Civil Contractors Federation – 9819 5170

Chisholm Institute & TAFE

Regularly Maintained Maintenance Log Books See Southern for details

Workcover Worksafe – 1800 136 089

Allianz - 1300 130 664

Cbus (Superannuation Fund) 1300 361 784

Receipts of Current Payments

Co-Invest (Long Service Fund) 9664 7666

Receipts of Current Payments

Incolink (Redundancy Fund) 9639 3000

Receipts of Current Payments

Public Liability Insurance Certificate of Currency

(Minimum cover of \$10,000,000) &

Commercial Motor & Plant Insurance Honan Insurance Brokers – 9947 4333