

ABN: 76659715170

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## Work Details: (To be completed by Company)

Position:

Rate:

## Personal Details:

Full Name:

Date of birth:

ABN (GST):

Mobile Number:

Email Address:

Chosen Depot:

## Current Residential Address:

## Emergency Contact Details:

Full Name:

Mobile Number:

Relationship:

## Bank Account Details:

You authorize Ozie Services PTY LTD to submit payment for work completed and any reimbursements to the account below

Signature:

Date: 01-01-1970

ABN: 76659715170

**Account Name:**

**BSB Code:**

**Account Number:**

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Signature:**  \_\_\_\_\_

**Date:** 01-01-1970 \_\_\_\_\_

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## Terms & Conditions:

- **Driver/Jockey** should adhere with work & safety compliances i.e., should be in proper work gears that includes work dress, steel cap safety boots, work pants, safety vests as stipulated time to time by work safe Victoria (<https://www.worksafe.vic.gov.au/>)
- All the toll road charges issued on the truck are to be paid by the allocated driver or should be charged to the customer if the customer persists in taking the toll road.
- **Driver/Jockey** should submit all the cash collected from the jobs as a part of job closure payment, by submitting to the accounts within 3 days of receiving the cash.
- **Driver/Jockey** will be paid as per the agreed and undersigned rate on the weekly basis every Thursday, where a week is counted from Monday to Sunday. (For e.g. Work for Monday 03/01/2022 – Sunday 09/01/2022 will be paid on Thursday 13/01/2022)
- **Driver** is responsible for the handover and takeover of the truck from another driver to work on the jobs assigned on following days.
- Both the drivers should take pictures of the truck and check: Fuel Card, Cabin health, tire conditions, service conditions, moving equipment status e.g., tool kit, trolley, dolly blankets etc. prior to start the work on a regular basis. Driver/Jockey's will be solely responsible for any missing items or insufficient items in the truck for carrying out the job.
- **Driver/Jockey** should notify the corresponding fleet manager once they arrive at the job via text message/phone, complete the job, if getting late on the next job (in case there are multiple jobs assigned on a day).
- You are responsible for proving your one weeks/ 7 day's availability/holiday status in advance to the corresponding fleet manager of 'Ozie Services PTY LTD'.
- **The Driver/Jockey** must inform Ozie Services PTY LTD of any change in availability status 3 days prior to the allocated period. Failure to inform with sufficient notice must require the Driver/Jockey to provide a substitute for the allocated period, or be liable to pay a \$192 fine for each job assigned.
- Ozie Services PTY LTD is not liable to pay salary for the jobs on which payment was not received by the customer.
- **Driver/Jockey** will be paid additional call out fees depending on the distance traveled unpaid, whether it is from their chosen depot to their first pick up or back from their last drop off, or if it's the distance between traveling to the next job. The amount paid based on distance traveled is as followed; up to 60kms of unpaid travel (No Callout Fee), 60-80kms of unpaid travel (30 mins call out Fee), followed by an additional 30 mins call out fee for every 40kms of unpaid travel after 80kms.
- **Driver/Jockey** must confirm from the company the number of hours given as part of salary on fixed price jobs before starting the job (like interstate jobs)
- **The Driver/Jockey** must give a clear 21 days' notice in writing prior to leaving the job, a breach of this clause allows Ozie Services Pty Ltd to hold a 100% of the Driver/Jockey's pay to recover the losses incurred due to the immediate unavailability.

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## **Fatigue Management:**

Please note the risk of breaching the fatigue management rules carries a great deal of risk to yourself and others. You must always comply with these and other rules. Breach of the rules will incur penalties. Please refer to the details of such penalties at: <http://www.nvhr.gov.au/lawpolicies/penalties-and-infringements>

Our Fatigue Policy requires a minimum of a 30Min break for working between 4hrs 59min and 9hrs 59 mins and a 1-hour break if working longer than 9-hour 59mins. Or the statutory breaks, whichever is greater.

I Have been inducted into the company's fatigue management, health and safety policies and procedures and understand my role as an employee/contractor regarding my obligations.

## **Job Information & Expectation:**

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## **Prior to Commencement**

- All Jobs will be sent by the Company a day prior, respective workers will be notified on their corresponding email and/or CRM application (like email/text messages/WhatsApp).
- Inform the dispatch team 30 minutes before the expected start time. Any delays should be immediately reported
- You are expected to arrive wearing a complete uniform and safety shoes

## **At the time of Commencement**

- At the time of commencement, you are required to fill out a customer sign off sheet and receive the customer's signature and share with the dispatch team with the start time indication
- You are expected to inspect the items. If you identify items that you cannot move or where risk of damage is involved, call the administration to discuss alternative moving options.

## **During the Job**

- You are expected to speak in English with the customer. Swearing is strictly prohibited.
- Inspect the furniture prior to handling it. In case any damages are identified, they should immediately report to the customer and a photograph(s) of the damaged portion(s) should be taken and subsequently should be updated to the administration.
- You are expected to secure all items, especially all the items vulnerable to damage i.e., Fridge, with blankets and shrink wraps to ensure the quality of service is achieved.
- If any damage is caused during handling or transit, take photographs of the damage so caused and report it to the Office. The administration will take appropriate steps.
- You may use the client's washroom only after seeking permission from them. Make sure you flush and wipe the seat after use.
- Always be friendly and professional with the customer.
- If you need to take a break for any reason whatsoever, you are expected to discuss with the client. Inform the client that the break time would be deducted from the work hours and update the same to the administration.

## **At the time of Completion**

- All the jobs require payment to be cleared prior to completion and it's the responsibility of the Driver/Jockey to notify the corresponding manager 45 minutes prior to the completion to secure the payment. We are not liable to pay salary for the jobs where this is not complied with.
- At the time of completion, you are required to complete the customer sign off sheet and receive the customer's signature to officialize the job to be completed and shared with the dispatch team.

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**Driver's Responsibility:**

**Signature:**

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**Date:** 01-01-1970

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- Any accident must be reported within Twenty-Four (24) hours and must be accompanied by a police report.
- Maintaining water and oil levels is the Driver's responsibility. Should any malfunction of the vehicle occur, any sign of overheating, you must stop the vehicle immediately or you will be held liable, and the cost to repair will be borne by the driver. Vehicles are to be provided in a clean and tidy manner and should be returned in a similar state, if failed to do so, Ozie Services PTY LTD may hold the driver liable to pay the cost to restore the vehicle in its original condition (condition at the time of pickup).
- The Vehicle must not be driven by You or any Authorized Driver:
  - whilst intoxicated or under the influence of drugs or alcohol or with a blood alcohol content or level of drugs present in blood, urine or oral fluid that exceeds the limit set by law
  - recklessly or dangerously; or
  - whilst the vehicle is damaged or unsafe
- You and any Authorized Driver must not:
  - fail or refuse to undergo any breath, blood, urine or oral fluid test or drug impairment assessment.
  - use the Vehicle:
- You and any Authorized Driver must not:
  - damage the Vehicle deliberately or recklessly or allow anyone else to do so.
  - modify the Vehicle in any way.
  - sell, rent, lease, or dispose of the Vehicle; or
  - register or claim to be entitled to register any interest in the Vehicle under the Personal Property Securities Act2009.
- You and any Authorized Driver must not use the Vehicle to carry:
  - passengers for hire, fare, or reward or for rideshare purposes.
  - a greater number of passengers than allowed for by the vehicle's registered seating capacity
  - any load that exceeds the limits for which the Vehicle was designed, constructed, registered, or licensed.
- You and any Authorized Driver must not:
  - use the Vehicle to transport any pets or animals except assistance animals; or
  - smoke in the Vehicle and You must prevent any passenger from doing so
  - Additional cleaning and deodorizing costs will be charged if You do not strictly comply with this requirement.
- You and any Authorized Driver must not use a mobile phone or a GPS unit whilst the Vehicle is in motion or stationery; but not parked unless the body of the phone or GPS unit is affixed to the Vehicle and the phone or GPS unit is not being held or touched at any time whilst being used.
- The Vehicle must never be driven:
  - use the Vehicle to transport any pets or animals except assistance animals; or
  - smoke in the Vehicle and You must prevent any passenger from doing so
  - Additional cleaning and deodorizing costs will be charged if You do not strictly comply with this requirement.
- The Vehicle must not be used in any area that is prohibited by Us. Prohibited areas include:
  - roads that are prone to flooding or are flooded.
  - beaches, streams, rivers, creeks, dams, and floodwaters
  - any road where the police or an authority has issued a warning
  - any road that is closed; and
  - any road where it would be unsafe to drive the vehicle

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- The Vehicle must never be driven or used:
  - onto any island, except Phillip Island in Victoria, that is off mainland Australia, including Stradbroke, Bribie and Magnetic Islands in Queensland and Kangaroo Island in South Australia, unless advised by an authorized staff member of Ozie Services PTY LTD.
- At the time of onboarding, You must:
  - inspect the Vehicle for any pre-existing Damage and take a video recording/photo on Your mobile phone.
- Access fee of \$2,000 for all truck damages must be borne by an undersigned driver that includes insurance such as vehicle, transit, public liabilities, customer goods etc....
- You must comply with all mandatory:
  - seat belt laws and fines may be imposed by the police on any driver or passenger who does not have a seat belt properly adjusted and fastened.
  - child restraint laws and ensure that for all children under the age of seven years the restraint has been fitted correctly according to the weight and age of the child and that the restraint is properly adjusted and fastened.
- You and any Authorized Driver must make sure that the Vehicle is locked when not in use or unattended and the keys or remote-control device must be kept in Your possession, or that of any Authorized Driver, always and are never left in the ignition when the Vehicle is unattended.
- You and any Authorized Driver must take reasonable care of the Vehicle by:
  - preventing it from being damaged.
  - making sure that it is protected from the weather.
  - maintaining the engine and brake oils and coolant level and tire pressures.
  - using the correct fuel type; and
  - making sure it is not overloaded.
- You must inform Us immediately if:
  - a warning light or fault message appears.
  - You see or become aware of low engine or brake oils, or engine coolant levels; or
  - the Vehicle develops any fault.
  - If You fail to notify Us and continue to use the Vehicle You will be responsible for any Damage or Third-party Loss.
- You must not let anyone else repair or work on the Vehicle or tow or salvage it without Our prior
- You must not leave the Vehicle unattended following an Accident and before the arrival of a tow or salvage operator.
- You and any Authorized Driver must pay all tolls, speeding and traffic fines and infringements as well as any fines or charges imposed for parking or using the Vehicle or release of the Vehicle if it has been seized by a regulatory authority
- You must return the Vehicle:
  - to the warehouse location.
  - in the same condition it was at the time of receiving, fair wear and tear excepted. and
  - with a full tank of fuel.

If You fail to return the Vehicle, we may terminate the Contract and if the location of the Vehicle is known, recover it by lawful means or if it is unknown, after making reasonable attempts to contact You, report the Vehicle as stolen to the Police.

- We will provide You with a Vehicle that is of acceptable quality and in good working condition considering the age of the Vehicle, but breakdowns do occur. Twenty-four-hour roadside assistance must be arranged by the hirer.

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- We are also not responsible for:
  - Damage because of refueling by any fuel which is other than recommended by the Vehicle Manufacturer
  - a flat battery because the lights or entertainment system have been left on.
  - tire changing.
  - lost keys or remote-control device; or
  - keys or remote-control devices locked in the Vehicle.

You are responsible for and must pay for any Damage caused and extra charges will apply if any of these services are provided at Your request.

- If You or an Authorized Driver has an Accident or if the Vehicle is stolen, you must report the Accident or theft to Us within 24 hours of it occurring and fully complete an Accident/Theft report form.
- If the Vehicle is stolen or if You or an Authorized Driver of the Vehicle has an Accident where:
  - any person is injured.
  - the other party has failed to stop or leaves the scene of the Accident without exchanging names and addresses; or
  - the other party appears to be under the influence of drugs or alcohol,
- You or the Authorized Driver must also report the theft or Accident to the Police.
- If You or an Authorized Driver have an Accident You and the Authorized Driver must:
  - exchange names and addresses, telephone numbers and email addresses with the other driver.
  - take the registration numbers of all vehicles involved.
  - take as many photos as is reasonable showing:
  - obtain the names, addresses and phone numbers of all witnesses.
  - forward all third-party correspondence or court documents to Us within 7 days of receipt: and
  - cooperate with Us in the prosecution of any legal proceedings that We may institute or defense of any legal proceedings which may be instituted against You or Us because of an Accident, including attending:
- You and an Authorized Driver must not:
  - make any admission of fault.
  - promise to pay any claim for Third Party Loss; or
  - release the other party from any liability to pay for Damage because of an Accident, theft or attempted theft.
- We may fit a GPS Tracking Device to the Vehicle to enable Us to track the Vehicle when it is out of Our possession. When You sign the Contract, you are authorizing Us to use the GPS Tracking Device to track the Vehicle until it is returned to Us
- You must not tamper with the GPS Tracking Device or remove it from the Vehicle.

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## Declaration

- I am an employee of the industry, and I agree that the information stated in this application is true and correct to my best knowledge.
- I understand it is my responsibility to inform Ozie Services PTY LTD immediately of suspension or loss of driver's license. I will be solely liable for all the related road traffic penalties while driving on the job & I will adhere to all the local applicable road safety laws. Ozie Services PTY LTD by any means will not be responsible.
- I Authorize Ozie Services PTY LTD to obtain information from previous employers for whom I have done work as an employee for confirmation or verification purposes.
- I understand and accept that as a condition of my appointment I will be liable to Ozie Services PTY LTD for any losses and damages sustained by or claimed against Ozie Services PTY LTD because of my negligent Acts or omissions or my failure to carry out my duties as an employee properly and in accordance with instructions. For any damages to the customer"s household items(furniture's) or to the customer"s property. The removalist will be liable. In accordance with the nature of damage & relevant claims. In this type of concern the removalist must compensate the customer.
- I understand and accept that Ozie Services PTY LTD may at its discretion commence legal proceedings in an appropriate jurisdiction against me as defendant to recover such losses and damages or join me as co-defendant or third party in any proceedings against Ozie Services PTY LTD arising from such losses and damages caused by me.
- I agree not to disclose any confidential information or material related to the practice's procedures of Ozie Services PTY LTD or about the customers or other parties with whom the business deals, including its subcontractors and suppliers.

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## Immediate Termination Notice:

Failure to carry out any of the above terms is grounds for dismissal without notice and incurs recovery of damages incurred due to failure. Failure to report yourself or another's breach of the agreed procedures makes you liable to share in any penalties and a lack of self-reporting is grounds for immediate dismissal. We hereby acknowledge that we have read and understood the requirements outlined in the agreement and as appropriate to our position will follow all the required procedures to avoid damages to customers, related business, and Ozie Services PTY LTD.

## Company Asset Responsibility

I the undersigned acknowledges that while I am working for Ozie Services PTY LTD, I will take proper care of all company equipment that I am entrusted with. I further understand that upon termination, I will return all property and that the property will be returned in proper working order.

I understand that I may be held financially responsible for the loss or damage of the properties. This agreement includes, but is not limited to;

Item	Description/Comments	Loss/Damage Fee
Eftpos (POS) Machine	Device S/N:	\$1,000
Customer Sign Off Sheet		
Customer Satisfaction Poster		

We also confirm that we have received full training and will adhere to the training and safety instructions to execute the work safely and securely.

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