



Unit 1 /137 Kelvin rd Maddington
Ph 08 9452 1422
Fax 08 9452 1522
Email: tony@mineralhaulage.com.au

December 2010

To the Sub-Contractor

Please find attached, paperwork that needs to be completed and returned by fax, e-mail or post. **ALL this information is required before any payment can be made to you.**

Please read the following letter in its entirety. You are agreeing to abide by the terms and conditions set out by accepting any offer of work from Mineral Haulage & Earthmoving.

BLUE CARD (Construction Safety Awareness Training Card), now issued as a WHITE CARD (Construction Induction) from October 2009. Blue Card still valid and no longer expires.

All Sub-Contractors must have a valid Construction Safety Awareness Training Card known as a 'Blue or White Card'. Our Customers will not allow you to undertake an induction or allow you on site unless you have a valid card. If you do have a Blue or White Card, we ask that you please provide copy when returning paperwork. A White Card is obtainable by doing a course or on the internet. If you would like details for obtaining a White Card, please contact our office on 9452 1422

DOCKETS

Mineral Haulage & Earthmoving will provide you with Mineral Haulage & Earthmoving Docket Books, upon commencement of your first job.

You are required to record the Quantity on each line of the docket, as usual, plus hours "Truck Hire" Section **ON ALL DOCKETS**, even if you are not on hourly hire. Please also mark if you are actually made to "have a lunch break" on site.

Please do not use ✓'s, ""s or the word DITTO if repeating same information from line above. You must record the actual quantity of each load, as this leaves less room for error when processing.

All sections of dockets to be completed (no exceptions). Failure to do so may result in non payment, delayed payment or payment at a lesser rate.

Pink and yellow copies of dockets (and any white Customer copies) **MUST BE** sent to Mineral Haulage & Earthmoving on a weekly basis after the completion of the week, **each and every Saturday**, together with sand/weight/tip dockets.

Cut-off date for receipt of all dockets is Tuesday morning for weekly dockets and the morning of the 2nd of the new month for any End of Month (EOM) Dockets.

Dockets received late will be held over until the next invoicing run resulting in delayed payment.

You will not be paid at all for dockets received late where customer has closed off their books on project concerned. You will be invoiced for any product/tip fees associated with that project.

ALL DOCKETS MUST BE SIGNED. UNSIGNED DOCKETS WILL BE RETURNED TO DRIVER/SUB CONTRACTOR FOR SIGNATURE TO BE OBTAINED. Unsigned dockets cannot be invoiced. You will be invoiced for any product/tip fees associated with dockets concerned.

Mineral Haulage & Earthmoving has the authority to provide a “**Recipient Created Tax Invoice**” (RCTI). This means Carriers/Contractors will not be required to produce Tax Invoices to Mineral Haulage & Earthmoving for work done. Please **sign one copy** of the attached form, confirming this arrangement, and return to Mineral Haulage & Earthmoving. The other copy is for your records, please **complete all sections indicated with an underscore (_____)**.

Payments to sub contractors will be made weekly (on Thursdays only) after the first four weeks of service. Payments may be altered at the discretion of Mineral Haulage & Earthmoving without notice should the economic climate at the time warrant it.

For this system to work effectively the onus is on YOU to forward dockets to Mineral Haulage & Earthmoving for inclusion in the invoicing system AS DETAILED ABOVE UNDER DOCKETS SECTION.

FOR FULL DETAILS REGARDING DOCKETS PLEASE SEE FRONT COVER OF DOCKET BOOK.

*** PLEASE NOTE ***

QUERIES FROM SUBCONTRACTORS/DRIVERS

If you are working for us and are on a job and have any queries regarding that job during the day or you are enquiring about work availability, **YOUR FIRST POINT OF CONTACT AT ALL TIMES IS OUR ALLOCATOR, MR TONY CASSISI ON 0488 234 876.**

If your query is in relation to an RCTI payment, please contact our office on 9452 1422 and speak to Tanya.

Thank You

Tony Cassisi

PLEASE COMPLETE AND RETURN TO MINERAL HAULAGE & EARTHMOVING

SUB CONTRACTOR DETAILS

ALL SECTIONS MUST BE COMPLETED AND DOCUMENTATION PROVIDED **BEFORE** ANY PAYMENTS CAN BE MADE

Trading Name: _____

ABN: _____

Address: _____

Contact Details Name _____
Mobile Number _____
A/H Number _____
Facsimile _____
Email _____

Bank Account Details
Bank Name _____
Bank Address _____
BSB _____ : _____
Account No. _____
Account Name _____

Continued on next page

ALL SECTIONS MUST BE COMPLETED AND DOCUMENTATION PROVIDED **BEFORE** INCLUSION INTO MH&E SYSTEM AND ROSTER

Insurances

*****Please include copies of Certificates of Currency*****

	Insurers Name	Policy No.	Policy Expiry Date
Workers Compensation (for employees)	_____	_____	_____
Accident/Illness Insurance (for Owner Drivers)	_____	_____	_____
Truck	_____	_____	_____
Trailers	_____	_____	_____
Public Liability (min \$10M preferred)	_____	_____	_____



This is not the public liability attached to motor vehicle insurance. It is a Business Public Liability. This applies when the Driver is away from their Units - that's where Broadform Liability comes into play. It's combined Public & Products Liability, or the Drivers themselves cause injury or Property Damage **The insured value must be \$10 million minimum.** Please contact your insurance company or broker and arrange a Certificate of Currency for this policy to the value of \$10 million be faxed to us at 9397 1252.

Registrations ***Please include copies of All PAID DPI Rego's (the one that comes with the Yellow sticker) for Truck/Trailer Registrations, Drivers License's & Construction Blue/White Cards. When Registrations are renewed please forward a copy of of DPI Receipt, as per above, to MH&E.

Combination 1

Truck Rego	Trailer Rego	Extra Mass Permit	Tri/Bogie/ Other	Driver Name	Driver's License No.	Blue/White Card No.	Blue/White Card Issue Date
_____	_____	Steel/Ally	YES / NO	_____	_____	_____	_____

Combination 2

Truck Rego	Trailer Rego	Extra Mass Permit	Tri/Bogie/ Other	Driver Name	Driver's License No.	Blue/White Card No.	Blue/White Card Issue Date
_____	_____	Steel/Ally	YES / NO	_____	_____	_____	_____

Combination 3

Truck Rego	Trailer Rego	Extra Mass Permit	Tri/Bogie/ Other	Driver Name	Driver's License No.	Blue/White Card No.	Blue/White Card Issue Date
_____	_____	Steel/Ally	YES / NO	_____	_____	_____	_____

Combination 4

Truck Rego	Trailer Rego	Extra Mass Permit	Tri/Bogie/ Other	Driver Name	Driver's License No.	Blue/White Card No.	Blue/White Card Issue Date
_____	_____	Steel/Ally	YES / NO	_____	_____	_____	_____

PLEASE COMPLETE AND RETURN TO MINERAL HAULAGE & EARTHMOVING

RECIPIENT CREATED TAX INVOICE (RCTI) AGREEMENT

made pursuant to the *A New Tax System (Goods and Services Tax) Act 1999* and Regulations made under it (**GST Law**) and the *A New Tax System (Goods and Services Tax) Act 1999 Classes of Recipient Created tax Invoice Determination (No 1) 2000 (Determination)* and explained in the *Goods and Services Tax Ruling GSTR 2000/10 Goods and Services Tax: Recipient Created Tax Invoices (Ruling)*.

The parties, which are signatories to this agreement, agree as follows:

1. (a) Except for GST Law, Determination and Ruling, expressions in this agreement have the same meaning as in the GST law;
(b) A reference to the GST Law, the Determination and the Ruling includes all statutes regulations, determinations and rulings amending, consolidating or replacing them.
2. Recipient shall issue RCTI's for all taxable supplies or goods and/or services by supplier to Recipient. Supplier shall not issue tax invoices for those supplies.
3. Those RCTI's shall also be tax invoices for taxable supplies by Recipient to Supplier of goods and/or services connected with those supplies referred to in clause 2 **provided that** they include the details of those separate supplies required by the GST law.
4. Each party warrants that it is registered for GST pursuant to the GST law; Supplier repeats that warranty whenever it makes a taxable supplier to Recipient. Recipient repeats that warranty whenever it issues an RCTI.
5. Recipient shall not issue a document that would otherwise be an RCTI, on or after the date when it or Supplier has failed to comply with any of the requirements of the Determination.
6. Each party agrees to notify the other immediately it ceases to be registered for GST pursuant to the GST Law or to otherwise comply with or satisfy the Determination.
7. This agreement shall terminate in each of the following circumstances:
 - (a) on the date notified in writing by one party to the other **provided that** such date is not less than one month after the other party's receipt of the notice; or
 - (b) if the other party commits a breach of this agreement and fails, within seven days of being required in writing to do so by the notifying party to remedy it.

Date _____

For the **Supplier:** _____ **ABN** _____

Signature: _____ **Name:** _____ **Position** _____

For the Recipient: Mineral Haulage & Earthmoving (ABN 04 097 798 157)

Signature: _____ **Name:** Tony Cassisi **Position:** Proprietor

PLEASE COMPLETE AND RETURN TO MINERAL HAULAGE & EARTHMOVING

PLEASE COMPLETE AND RETAIN FOR YOUR RECORDS

RECIPIENT CREATED TAX INVOICE (RCTI) AGREEMENT

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Date _____

For the **Supplier:** _____ **ABN** _____

Signature: _____ **Name:** _____ **Position** _____

For the Recipient: Mineral Haulage & Earthmoving (ABN 40 097 798 157)

Signature: _____ **Name:** Tony Cassisi **Position:** Proprietor

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December 2010

SUBJECT: Safe Work Procedure for Working under Power Lines

Dear Sub-Contractor

From time to time, we as cartage contractors and semi tipper operators are compelled to work under or near overhead power lines. To maintain a high level of safety whilst doing this, Mineral Haulage & Earthmoving, as responsible employers and hirer's of sub-contractors, feel that it is our responsibility to educate all concerned in the dangers involved working under or near power lines.

Occupational Safety and Health Regulations 1996 have outlined safe work practices whilst working under these conditions.

In order for you to be considered for work under these conditions, you must read the attached induction material, understand the requirements outlined by the regulations and return the signed document to our office ASAP.

Job specific inductions will be conducted before the commencement of jobs to remind you of the requirements.

The Management
Mineral Haulage & Earthmoving



INDUCTION FORM

SUBJECT: RESTRICTIONS ON WORKING IN THE VICINITY OF OVERHEAD POWER LINES (Section 3.64 Items 1, 2 & 3 OF OCCUPATIONAL SAFETY and HEALTH REGULATIONS 1996)

As a requirement to working under or near overhead power lines whilst tipping materials, you as an employee or sub-contractor, must understand and adhere to the requirements outlined in the regulations mentioned above.

Please read the extract from the regulations below and if you understand them fully please sign this form and return it to Mineral Haulage & Earthmoving 820 Rowley Rd Oakford WA 6121.

3.64. Restrictions on working in vicinity of overhead power lines

(1) In this regulation —

danger zone means anywhere that —

- (a) is within 0.5 metres of a live insulated overhead power line or aerial bundled conductor line of a voltage of not more than 1 000 volts;
- (b) is within 1.0 metre of a live uninsulated overhead power line of a voltage of not more than 1 000 volts;
- (c) is within 3.0 metres of a live overhead power line, whether insulated or not, of a voltage exceeding 1 000 volts but not more than 33 000 volts; or
- (d) is within 6.0 metres of a live overhead power line, whether insulated or not, of a voltage exceeding 33 000 volts;

overhead power line means an overhead line for the transmission of electrical energy.

(2) Subject to subregulation (3), without limiting clause 2.5.5 of AS/NZS 3012, a person who, at a workplace, is an employer, the main contractor, a self-employed person or a person having control of the workplace must ensure that an employee or any plant or material used or controlled by an employee does not enter the danger zone of an overhead power line.

Penalty: the regulation 1.16 penalty.

(3) A person does not commit an offence under subregulation (2) if, proof of which is on the person —

- (a) the overhead power line has been adequately insulated and effectively cordoned off to protect the safety of persons or otherwise made safe, as the case requires; or
- (b) the employee is authorised to carry out electrical work under the [Electricity Act 1945](#).

I from
have read the information above, outlining the regulations regarding working near or under power lines and fully understand them.

Signed:

Date:

Checklist – Please ensure following items have been included for return to Mineral Haulage & Earthmoving.

- Sub Contractor Details forms (2 Pages)
- RCTI Agreement (signed)
- Insurances – Certificates of Currency
Motor Vehicle & Trailer Insurances – the **Tax Invoice is not acceptable**. Please contact your insurance company or broker and arrange a Certificate of Currency for all policies to be faxed to us at 9397 1252.
- Registrations
All Truck & Trailer are required. You must supply the **Receipt that comes from the DPI** with the yellow sticker, we don't need the sticker, just the Receipt section, the Tax Invoice is not acceptable. If you only have the receipt issued from Australia Post we must be able to read the details, you may need to photocopy, ensure it can be read and post it into us. If we cannot read the receipt details, the rego, expiry date or tares etc. of the vehicle we cannot use it.
- Public Liability (Broadform Liability) – Certificates of Currency
This is not the public liability attached to motor vehicle insurance. It is a Business Public Liability. This applies when the Driver is away from their Units - that's where Broadform Liability comes into play. It's combined Public & Products Liability, or the Drivers themselves cause injury or Property Damage **The insured value must be \$10 million minimum**. Please contact your insurance company or broker and arrange a Certificate of Currency for this policy to the value of \$10 million be faxed to us at 9397 1252.
- Extra Mass Permit
If you have an Extra Mass Permit, please provide a copy for each truck.
- Commercial Vehicle Drivers Medical Assessment (CVDMA)
This is the same medical that is required for drivers under the WA Accreditation Scheme. If you have a copy that is within the 3 year time frame of expiry, please provide one for each and every driver of your vehicles. If you do not have a CVDMA in place, please contact the office and we will fax one to you that will need to be taken by the driver to a doctor to be completed.
- Copies of Drivers Licenses for all drivers
- Copies of Construction Blue Card or White Construction Card for all drivers
- Induction Form, Working under power lines (Signed)