

Contractor Business Application

ANC Entity:	ACN:
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Engages contract carriers and supplies transport services to ANC.

Office Use Only

Driver no:	Date:
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Please carefully read and complete in full the Contractor Business Application.

Business Trading Details

Is your business a: <input type="checkbox"/> Company <input type="checkbox"/> Sole Trader <input type="checkbox"/> Other	
Given names:	Surname:
Date of birth:	Trading or company name: ABN:
Address:	
Suburb:	Post Code:
Home No:	Mobile No:
Email:	

Work Entitlement

Are you an Australian citizen? <input type="checkbox"/> YES <input type="checkbox"/> NO <i>(A copy of your Passport or Birth certificate is required)</i>	If NO: are you a Permanent resident? <input type="checkbox"/> YES <input type="checkbox"/> NO
Do you have a working Visa? <input type="checkbox"/> YES <input type="checkbox"/> NO Expiry Date:	Any other Restrictions?

Emergency Contacts

Name:	Relationship to you:	
Address:		
Mobile No:	Home No:	Work No:

References

Name of Company:	
Contact Name:	Phone No:

Taxation / GST

Are you registered for GST: <input type="checkbox"/> YES <input type="checkbox"/> NO	ABN Number:
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Pay Method – Direct Debit

Please check details very carefully

Full name of A/c:	
Bank:	Address:
BSB No:	Suburb:
Account No:	Post code:

Withholding

Withholding is a voluntary amount that is deducted each period and then remitted in full to you at the end of each quarter. You can choose between 1 and 30%. This is to assist in the payment of the quarterly tax amounts.

I require Withholdings to be deducted: <input type="checkbox"/> YES <input type="checkbox"/> NO	Amount: _____%
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Payment Terms

- Payments are made weekly for the period Monday to Sunday
- Each payment is paid 2 weeks in arrears.

Previous Injuries/Claims – all applicants

Have you had ANY previous claims for injury: <input type="checkbox"/> YES <input type="checkbox"/> NO

If **YES** please complete the following

Date:	Type of injury:
Date:	Type of injury:
<i>I confirm that I have had no previous claims other than noted above.</i>	Signature:

Do you have a current claim for injury: <input type="checkbox"/> YES <input type="checkbox"/> NO

If **YES** please complete the following

Date:	Type of injury:
<i>I confirm that I have no current claims other than noted above.</i>	Signature:

Insurance – all applicants

(Copies of each policy will be required and retained)

You are required to have the following insurances:

1. Compulsory third party (CTP) motor vehicle insurance;

CTP insurance is compulsory for all vehicles in Australia and you cannot register a vehicle without it. This insurance indemnifies vehicle owners and drivers of that vehicle who are legally liable for personal injury to any person in the event of a motor vehicle accident. It does not cover property damage.

Do you have Compulsory third party motor vehicle insurance	<input type="checkbox"/> YES	<input type="checkbox"/> NO
Insurance Company:	Policy number:	Policy expiry date:

2. Comprehensive motor vehicle insurance;

Comprehensive motor vehicle insurance cover damage to your vehicle, damage to other vehicles, damage to or loss of property and theft of your vehicle

Do you have Comprehensive motor vehicle insurance	<input type="checkbox"/> YES	<input type="checkbox"/> NO
Insurance Company:	Policy number:	Policy expiry date:

3. Public liability insurance in the amount of at least \$5,000,000 per occurrence.

Public Liability insurance covers you and your business for losses or damage a third party suffers (or claims to have suffered) as a result of your business activities.

Do you have Public Liability insurance	<input type="checkbox"/> YES	<input type="checkbox"/> NO
Insurance Company:	Policy number:	Policy expiry date:

Deduction each payment (weekly) will be: \$ 15.00

The Public and Products Liability insurance policy will not indemnify, defend, pay costs or damages on behalf of a participating member unless agreed to by the insurer in writing if the contractor:

- Has been Bankrupt in the last 3 years.
- Has a criminal offence in the past 3 years (other than minor traffic convictions).
- Has insurance declined/canceled by an insurer/renewal refused, claim rejected or special condition imposed in the last three (3) years.
- Has a Public or Products Liability claim in the last 3 years.

Please read the read and understand the information concerning the Duty of Disclosure and other Important Notices (page7). If there are questions, please contact your ANC representative.

Workers Compensation Insurance (Copies will be retained)

If you are a **Principal Contractor** who owns and operates multiple vehicles or you are a **Company**, this section must be completed. You must supply the following:

- (a) a current Certificate of Currency from your Workers Compensation Insurer, and
- (b) a completed 'Contractor's Statement'.

Workers Compensation Insurer:	
Policy expiry date:	Policy number:

Driver/s and Offsider Details – all applicants (Copies are required and will be retained)

Name on Licence:		Known by any other Name:	
Licence No:	Expires:	Class:	
Mobile:	Email:	Passport Number:	
Dangerous Goods licence: <input type="checkbox"/> YES <input type="checkbox"/> NO		License No:	Class:
Next of Kin		Contact details:	

If your business engages a driver/offsider that performs a service on behalf of ANC, complete the information for each person:

Name on Licence:		Known by any other Name:	
Licence No:	Expires:	Class:	
Mobile:	Email:	Passport Number:	
Dangerous Goods licence <input type="checkbox"/> YES <input type="checkbox"/> NO		License No:	Class:
Next of Kin:		Contact Details:	

Vehicle's Details – all applicants

(Copies are required and will be retained)

Registered No:	Registration expires:	Capacity:
Make:	Model:	Year of Manufacture:
Comprehensive motor vehicle insurer:		Sum ins: \$
Expiry date:	Policy No:	Third Party insurer:

If you own and operate MULTIPLE vehicles, complete the relevant information for each vehicle below:

Vehicle 2

Registered No:	Registration expires:	Capacity:
Make:	Model:	Year of Manufacture:
Comprehensive motor vehicle insurer:		Sum ins: \$
Expiry date:	Policy No:	Third Party insurer:

Vehicle 3

Registered No:	Registration expires:	Capacity:
Make:	Model:	Year of Manufacture:
Comprehensive motor vehicle insurer:		Sum ins: \$
Expiry date:	Policy No:	Third Party insurer:

Vehicle 4

Registered No:	Registration expires:	Capacity:
Make:	Model:	Year of Manufacture:
Comprehensive motor vehicle insurer:		Sum ins: \$
Expiry date:	Policy No:	Third Party insurer:

Alternate Work

ANC have no objections to your business performing other contractual work for businesses outside of ANC provided the alternate work does not compromise your fitness to work (safety) when performing contracts of carriage for ANC.

ANC should be notified if you do have or you are anticipating taking on other contracts. If your performance standards have declined in any way as a result of other contracts, your contract with ANC may be reviewed.

Do you currently have alternate contracts with other businesses outside of ANC	<input type="checkbox"/> YES	<input type="checkbox"/> NO
If YES please list the company and what work and contractual hours you have with them per week:		

Declaration

I, _____ of _____,
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hereby declare that I have read and understood the Contractor Business Application form and that the information I have supplied on this form is true and correct in every detail.

I/we agree not to provide services similar to the type provided by ANC either directly or indirectly to anybody that is a customer of ANC or anybody related to that customer whilst I am carrying out services on behalf of ANC or in the event that I/we discontinue providing services for a period of 3 months following discontinuation of those services.

I/we agree not to use any confidential information or relationships developed with ANC customers gained whilst carrying out services on behalf of ANC.

I also declare that my driver's licence, vehicle registration, compulsory third party, comprehensive motor vehicle insurance and public liability are valid and current. I will keep these valid at all times and if for any reason I cannot keep the licence and insurance's valid, I will immediately inform ANC and until they are reinstated, I will not perform any further contracts of carriage.

I will comply with all laws and regulations relating to my operation as contractor.

I also understand that I can appoint a substitute driver at any time to work in my vehicle and I warrant that any substitute I appoint will have a valid driver's licence.

In signing I also understand that getting a proof of delivery for every consignment is a requirement and falsification of a receiver's name or signature is gross and serious misconduct.

I agree to abide by all Policies, Procedures, Safe Work Practices and any other reasonable safety instructions. I will take reasonable care that my acts or omissions do not adversely affect my own or other person's health and safety.

Signature _____ Signed at _____ Date _____

Witness
Signature _____ Name _____

IMPORTANT NOTICE TO POLICYHOLDERS, YOUR RIGHTS AND OBLIGATIONS

The information set out below is relevant to any new insurance renewal and reinstatement of any existing insurance.

1. DUTY OF DISCLOSURE

In order to make an informed assessment of the risk and calculate the appropriate premium, your insurers need information about the risk that you are asking to insure. This information extends to anyone seeking to be covered by the policy.

For this reason, before you enter into a contract of general insurance with an insurer, you have a duty, under the Insurance Contracts Act 1984, to disclose to the insurer every matter that you know, or could be reasonably expected to know, is relevant to the insurer's decision whether to accept the risk of the insurance and, if so, on what terms.

You have the same duty to disclose those matters to the insurer before you renew, extend, vary or reinstate a contract of general insurance.

You do not have to disclose anything that:

- reduces the risk to be undertaken by the insurer
- is common knowledge;
- your insurer knows or, in the ordinary course of business ought to know; or
- if the insurer has waived your obligation to disclose

If you do not comply with your duty of disclosure, your insurer may be entitled to reduce its liability under the contract in respect of a claim, or may cancel the contract. If the non-disclosure is fraudulent, the insurer may be able to avoid (or cancel) the contract of insurance from its beginning.

This would have the effect that you were never insured.

One important matter to be disclosed is the history of losses suffered by the person seeking insurance or any closely associated person or entity. As you are responsible for checking that you have made completed disclosure, we suggest that you keep an up to date record of all such losses and claims.

2. Liability Insurance

If your insurance policy is on a claims made basis you are only protected against liability where you inform the insurer, in writing during the currency of the policy, of facts that may give rise to a claim. (Section 40)

3. Average or Co-Insurance

Where in the proposed contract of insurance an Average or Co-Insurance provision occurs you will be considered your own insurer for the difference between the sum insured at the time of loss and the specified percentage of the true value of the property lost or damaged. The effect of the Average or Co-Insurance provision is that you will bear a rate able proportion of any loss in the event of under-insurance.

4. Third Party Interests

Many policies exclude cover for an interest in the insured property held by someone other than the named insured, unless that interest is specifically noted on the policy. For example, if property is jointly owned or subject to finance, the interest of the joint owner or financier may be excluded, if it is not specifically noted in the policy.

5. Hold Blameless or Preventing the Right of Recovery

You are warned that should you become a party to any agreement that has the effect of excluding or limiting the insurers chances of recovery from a Third Party, the insurer will have the right to refuse to indemnify you for such loss if it is shown that the insurers rights of recovery has been prejudiced by your action.

6. Authority to Act as your Broker

When you instruct us to arrange cover on your behalf, it is deemed that you have appointed us as your agent to deal with all matters relevant to the contract including claims. Unless you have appointed us in writing to act as your Insurance Broker for your complete Insurance Program we only accept responsibility for advice in respect to this policy.

We will advise you of the expiry date of your policy and make recommendations to you for cover improvement or premium cost savings available. Payment of our invoice or written instructions to renew must be received by us before 4pm on the policy expiry date, otherwise your cover will cease at that time. In the absence of your written

notice to the contrary, payment of your account will be deemed to acknowledge your acceptance of these broker appointment conditions.

7. Premium Payments

All premiums must be paid within certain time limits **from inception of cover – not from date of statement.**

If declarations for adjustable policies have not been completed a premium must be paid based on estimates.

Where the time limits are exceeded the Broker is required to inform the Insurer of non-payment in writing. The Insurer may take immediate action which may mean immediate cancellation of cover and the commencement of recovery action for "time on risk" premiums.

It is important that you observe all requests for payment **within the period specified at the time of receiving your invoice / statements.**

8. Installment Contracts

(a) You will not be entitled to claim under the Policy if at any time the claim arises any installment of premium has remained unpaid for 14 days or more. (b) The insurer may cancel the Policy at any time by giving written notice for non-payment of premium if any installment has remained unpaid for one month or more.

9. Reasonable Precautions

You must take all reasonable precautions for the maintenance and safety of the property insured and the Company will not be liable for any loss, damage, injury or liability arising from a deliberate or fraudulent act committed by you on your behalf.

10. Financial Ombudsman Service

Clients who are not fully satisfied with our services should contact our customer relations/complaints officer. We also subscribe to Financial Ombudsman Service (FOS) a free customer service, and the General Insurance Brokers Code of Practice. Further information is available from us or by contacting FOS directly at Level 12, 717 Bourke Street, Docklands VIC 3008 on 1300 780 808, fax 03 9613 6399, email: info@fos.org.au or visit website: www.fos.org.au

11. Privacy

We are committed to protecting your privacy. We use the information you provide to advise about and assist with your insurance needs. We only provide your information to the companies with whom you choose to deal (and their representatives). We do not trade, rent or sell your information.

If you don't provide us with full information, we can't properly advise you and you could breach your duty of disclosure. You can check the information we hold about you at any time. For more information about our Privacy Policy, ask us for a copy.

12. Cancellation

If a cover is cancelled before the expiry of the period of insurance, we reserve the right to refund to you only the net return premium we received from the insurer, and not refund any part of the brokerage and/or broker fee we receive for arranging the cover. A broker fee maybe charged to process the cancellation.

13. Alterations

No alterations to the risk whatsoever will be admitted until you have notified us in writing and will not take effect until acceptance is confirmed by the insurance underwriters.

14. Disclaimer

This notice is a summary only (errors and omissions, excepted) and does not purport to be a copy of the insurance underwriters' policy or other documents, in case of any discrepancy, the underwriters' documents will prevail.