

	Road Freight and Transport - General	461.001	Road Freight Transport - Tow Operato	461.004
Questions				
Scott's Transport Industries - Approved Vendors				
00. OTHER GENERAL DETAILS				
90000 - 00-001	Are you registered for GST?	Y		Y
90606 -	Has your organisation been convicted of, or had any fines or penalties imposed for, any driving related offences?	Y		Y
219132 -	Are you operating under any of the following nationally recognised accreditation such as but not limited to NHVAS Mass/Mε Y			Y
00. SERVICES PROVIDED				
90605 -	Do your vehicles operate as B-Doubles only?	Y		Y
90617 -	Do you tow Scotts Transport Industries Trailers?			Y
90619 -	I/we hereby declare that I/we do not pull any third party trailers and that all trailers used are owned by our business.	Y		Y
90729 -	I/We acknowledge that our vehicles are maintained and serviced in accordance with the manufacturer's specifications.	Y		Y
90750 -	00-090 We declare that we use subcontractors to assist in providing our services.	Y		Y
90774 -	00-091 We declare that these sub-contractors will operate in accordance with applicable Heavy Vehicle National Laws.	Y		Y
02. INSURANCE POLICIES				
202040 -	02-020 Public Liability Insurance	Y		Y
202083 -	02-041c Cross Border Declaration for ACT – Workers Compensation	Y		Y
202084 -	02-042c Cross Border Declaration for NSW – Workers Compensation	Y		Y
202085 -	02-043c Cross Border Declaration for NT – Workers Compensation	Y		Y
202086 -	02-045c Cross Border Declaration for SA – Workers Compensation	Y		Y
202087 -	02-046c Cross Border Declaration for TAS – Workers Compensation	Y		Y
202088 -	02-047c Cross Border Declaration for VIC – Workers Compensation	Y		Y
202089 -	02-048c Cross Border Declaration for WA – Workers Compensation	Y		Y
202090 -	02-044c Cross Border Declaration for QLD – Workers Compensation	Y		Y
202110 -	02-044 Workers Compensation Insurance - Qld	Y		Y

202120 - 02-042 Workers Compensation Insurance - NSW	Y	Y
202130 - 02-047 Workers Compensation Insurance - Vic	Y	Y
202140 - 02-045 Workers Compensation Insurance - SA	Y	Y
202150 - 02-048 Workers Compensation Insurance - WA	Y	Y
202160 - 02-041 Workers Compensation Insurance - ACT	Y	Y
202170 - 02-046 Workers Compensation Insurance - Tas	Y	Y
202180 - 02-043 Workers Compensation Insurance - NT	Y	Y
202185 - 02-050 Personal Accident/Sickness Insurance	Y	Y
202190 - 02-010 Motor Vehicle Insurance	Y	Y
202191 - 02-011 Prime Mover Insurance	Y	Y
202192 - 02-013 All Risks Insurance	Y	Y
202193 - 02-011T Trailer in Control Insurance	Y	Y
202264 - 02-027 Has your organisation had any motor insurance and/or claims refused and/or cancelled?	Y	Y
202265 - 02-023 Has your organisation had any imposed special terms and conditions on any insurance policies?	Y	Y
05. HISTORICAL INCIDENT STATISTICS		
205110 - 05-20 Has your company suffered any statutory notifiable incidents (i.e. Worksafe) in the last five (5) years?	Y	Y
06. OHS POLICY AND MANAGEMENT		
206010 - 06-003 Is there a signed written company health and safety policy?	Y	Y
210037 - 06-175 Are all company policies and procedures easily accessed by your staff?	Y	Y
210051 - 06-130 Do you have a Drug and Alcohol Policy in place?	Y	Y
214045 - Does your organisation have a Drivers Manual issued to all drivers who work for your organisation?	Y	Y
11. INCIDENT MANAGEMENT AND REPORTING		
211010 - Do you have an incident management system?	Y	Y
211230 - Do you have a system to process complaints and compliments from the public or customers about vehicles operating in an	Y	Y
211231 - Do you agree to Complete a Scotts Preliminary Incident Report form (PIR) as required?	Y	Y
211233 - Does your organisation agree to follow the Scotts Incident Management System?	Y	Y
16. FINANCIAL AND RESOURCE CAPACITY		
216210 - 16-09 Please provide your banking details.	Y	Y
17. TRAINING		
217035 - Do you provide training for your drivers?	Y	Y
18. REVIEWS/AUDITS UNDERTAKEN BY CLIENTS		
218150 - Accreditation Review - Scotts Transport	Y	Y
218151 - All Risks Insurance Acceptance Review - Scotts Transport	Y	Y
33. CLIENT TERMS ACCEPTANCE REQUIRED		

233723 - Acceptance of Scott's Sub-Contractor Terms and Conditions document.	Y	Y
233823 - The Sub-Contractor understands that failure to provide any information requested by Scotts Transport Industries may result	Y	Y
233824 - The Sub-Contractor declares and warrants that:	Y	Y
233825 - Acknowledgement that all drivers are eligible for testing under the the Scott's Drug and Alcohol Policy	Y	Y
233845 - Does your organisation agree that all drivers completing work for and on behalf of Scott's Transport Industries will undertak	Y	Y
233846 - Our organisation agrees to abide by and commit to the accreditation requirements. We will ensure our drivers are of the hig	Y	Y
35. PERSONNEL AND INDUSTRIAL RELATIONS		
235652 - Are the organisations drivers remunerated in accordance with the Road Safety Remuneration Tribunal Order dated Decemb	Y	Y
40. PLANT AND EQUIPMENT		
400003 - Do you have a fault identification and repair procedure, including a method for drivers to record?	Y	Y
400004 - I agree to conduct Vehicle Daily Pre-Trip Safety Inspections and return completed forms to the applicable Depot Manager/Operations daily?	Y	Y
51. CHAIN OF RESPONSIBILITY		
251000 - Does your organisation have a Chain of Responsibility Policy and is there evidence it has been communicated?	Y	Y
251002 - Do you have a process in place to advise your staff of who to contact if they receive a vehicle defect report form?	Y	Y
251004 - Do you conduct regular license check audits?	Y	Y
251006 - Does your organisation provided training to your staff under Chain of Responsibility (if applicable)?	Y	Y
52. SPEED MANAGEMENT		
252000 - Does your organisation have a Speed Management policy?	Y	Y
252004 - Do the vehicles operating for you have in vehicle monitoring system fitted (GPS System)?	Y	Y
252006 - Do you operate daily/weekly exception reports for speed management?	Y	Y
252008 - I/We will ensure that our vehicles above 4.5 tonnes, must be ADR65 compliant and are speed limited to ensure that they ca	Y	Y
53. FATIGUE MANAGEMENT		
253002 - Do you have a method to determine if a driver is fit for duty?	Y	Y
253003 - Do you have a register of driver medicals in relation to Basic Fatigue Management and Dangerous Goods?	Y	Y
253006 - Does your organisation have a Fatigue Management Policy?	Y	Y
253008 - Please provide evidence that you have communicated this Fatigue Management Policy to your staff	Y	Y
253010 - Does your organisation assess drivers in accordance with the Heavy Vehicle National Laws for driver fatigue?	Y	Y
54. SCHEDULING AND ROSTERING		
254030 - Does the organisation operate in accordance with the Road Safety Remuneration Tribunal Order dated 2013 and provide dri	Y	Y
254034 - Does the organisation ensure drivers operate in accordance with the requirements of the Safe Journey Plan?	Y	Y
55. LOAD RESTRAINT AND WEIGHT		
255012 - Are current/in-date gazetted dimension limits documents or road access permits provided to your drivers?	Y	Y
255016 - Does your organisation ensure all loads carried on behalf of Scott's are in compliance with the Load Restraint Guide?	Y	Y
255018 - How does the organisation validate (check) the load/vehicle weight to be towed on behalf of Scotts before they depart on tl	Y	Y

255020 - The organisation will agree to inform the Despatching Depot Manager/Safety and Compliance Officer if any load is deemed	Y	Y
89D. LIST OF DRIVERS		
289001 - Scotts Transport Industries - TAS - Road Freight - General Workers	Y	
289002 - Scotts Transport Industries - ACT - Road Freight - General Workers	Y	
289003 - Scotts Transport Industries - SA - Road Freight - General Workers	Y	
289004 - Scotts Transport Industries - WA - Road Freight - General Workers	Y	
289005 - Scotts Transport Industries - QLD - Road Freight - General Workers	Y	
289006 - Scotts Transport Industries - VIC - Road Freight - General Workers	Y	
289007 - Scotts Transport Industries - NT - Road Freight - General Workers	Y	
289008 - Scotts Transport Industries - NSW - Road Freight - General Workers	Y	
289069 - Scotts Transport Industries - ACT - Road Freight Transport - Tow Operator Workers		Y
289070 - Scotts Transport Industries - NSW - Road Freight Transport - Tow Operator Workers		Y
289071 - Scotts Transport Industries - NT - Road Freight Transport - Tow Operator Workers		Y
289072 - Scotts Transport Industries - QLD - Road Freight Transport - Tow Operator Workers		Y
289073 - Scotts Transport Industries - SA - Road Freight Transport - Tow Operator Workers		Y
289074 - Scotts Transport Industries - TAS - Road Freight Transport - Tow Operator Workers		Y
289075 - Scotts Transport Industries - VIC - Road Freight Transport - Tow Operator Workers		Y
289076 - Scotts Transport Industries - WA - Road Freight Transport - Tow Operator Workers		Y
97. ASSESSMENT OF PERFORMANCE UNDERTAKEN BY CLIENTS		
218152 - Assessment of Performance - Scotts Transport	Y	Y
98. MEMBERSHIPS AND ACCREDITATIONS		
298590 - NHVAS-Mass Management Accreditation	Y	Y
298592 - NHVAS- Maintenance Management Accreditation	Y	Y
298594 - NHVAS- Basic Fatigue Management Accreditation	Y	Y
298595 - NHVAS- Advance Fatigue Management Accreditation	Y	Y
298596 - Retail Logistics Supply Chain-Code of Practice	Y	Y
298597 - TruckSafe Accreditation	Y	Y
298598 - Other Accreditations	Y	Y

202140 - 02-045 Workers Compensation Insurance - SA	Y	Y
202150 - 02-048 Workers Compensation Insurance - WA	Y	Y
202160 - 02-041 Workers Compensation Insurance - ACT	Y	Y
202170 - 02-046 Workers Compensation Insurance - Tas	Y	Y
202180 - 02-043 Workers Compensation Insurance - NT	Y	Y
202185 - 02-050 Personal Accident/Sickness Insurance	Y	Y
202190 - 02-010 Motor Vehicle Insurance	Y	Y
202191 - 02-011 Prime Mover Insurance	Y	Y
202192 - 02-013 All Risks Insurance	Y	Y
202193 - 02-011T Trailer in Control Insurance	Y	Y
202264 - 02-027 Has your organisation had any motor insurance and/or claims refused and/or cancelled?	Y	Y
202265 - 02-023 Has your organisation had any imposed special terms and conditions on any insurance policies?	Y	Y
05. HISTORICAL INCIDENT STATISTICS		
205110 - 05-20 Has your company suffered any statutory notifiable incidents (i.e. Worksafe) in the last five (5) years?	Y	Y
06. OHS POLICY AND MANAGEMENT		
206010 - 06-003 Is there a signed written company health and safety policy?	Y	Y
210037 - 06-175 Are all company policies and procedures easily accessed by your staff?	Y	Y
210051 - 06-130 Do you have a Drug and Alcohol Policy in place?	Y	Y
214045 - Does your organisation have a Drivers Manual issued to all drivers who work for your organisation?	Y	Y
11. INCIDENT MANAGEMENT AND REPORTING		
211010 - Do you have an incident management system?	Y	Y
211230 - Do you have a system to process complaints and compliments from the public or customers about vehicles operating in an L?	Y	Y
211231 - Do you agree to Complete a Scotts Preliminary Incident Report form (PIR) as required?	Y	Y
211233 - Does your organisation agree to follow the Scotts Incident Management System?	Y	Y
16. FINANCIAL AND RESOURCE CAPACITY		
216210 - 16-09 Please provide your banking details.	Y	Y
17. TRAINING		
217035 - Do you provide training for your drivers?	Y	Y
33. CLIENT TERMS ACCEPTANCE REQUIRED		
233723 - Acceptance of Scott's Sub-Contractor Terms and Conditions document.	Y	Y
233823 - The Sub-Contractor understands that failure to provide any information requested by Scotts Transport Industries may result	Y	Y
233824 - The Sub-Contractor declares and warrants that:	Y	Y
233825 - Acknowledgement that all drivers are eligible for testing under the the Scott's Drug and Alcohol Policy	Y	Y
233845 - Does your organisation agree that all drivers completing work for and on behalf of Scott's Transport Industries will undertake	Y	Y

233846 - Our organisation agrees to abide by and commit to the accreditation requirements. We will ensure our drivers are of the highest quality.	Y
35. PERSONNEL AND INDUSTRIAL RELATIONS	
235652 - Are the organisations drivers remunerated in accordance with the Road Safety Remuneration Tribunal Order dated December 2013?	Y
40. PLANT AND EQUIPMENT	
400003 - Do you have a fault identification and repair procedure, including a method for drivers to record?	Y
400004 - I agree to conduct Vehicle Daily Pre-Trip Safety Inspections and return completed forms to the applicable Depot Manager/Operations daily?	Y
51. CHAIN OF RESPONSIBILITY	
251000 - Does your organisation have a Chain of Responsibility Policy and is there evidence it has been communicated?	Y
251002 - Do you have a process in place to advise your staff of who to contact if they receive a vehicle defect report form?	Y
251004 - Do you conduct regular license check audits?	Y
251006 - Does your organisation provide training to your staff under Chain of Responsibility (if applicable)?	Y
52. SPEED MANAGEMENT	
252000 - Does your organisation have a Speed Management policy?	Y
252004 - Do the vehicles operating for you have in vehicle monitoring system fitted (GPS System)?	Y
252006 - Do you operate daily/weekly exception reports for speed management?	Y
252008 - I/We will ensure that our vehicles above 4.5 tonnes, must be ADR65 compliant and are speed limited to ensure that they comply with the requirements of the Road Safety Remuneration Tribunal Order dated 2013 and provide drivers with the requirements of the Safe Journey Plan?	Y
53. FATIGUE MANAGEMENT	
253002 - Do you have a method to determine if a driver is fit for duty?	Y
253003 - Do you have a register of driver medicals in relation to Basic Fatigue Management and Dangerous Goods?	Y
253006 - Does your organisation have a Fatigue Management Policy?	Y
253008 - Please provide evidence that you have communicated this Fatigue Management Policy to your staff	Y
253010 - Does your organisation assess drivers in accordance with the Heavy Vehicle National Laws for driver fatigue?	Y
54. SCHEDULING AND ROSTERING	
254030 - Does the organisation operate in accordance with the Road Safety Remuneration Tribunal Order dated 2013 and provide drivers with the requirements of the Safe Journey Plan?	Y
254034 - Does the organisation ensure drivers operate in accordance with the requirements of the Safe Journey Plan?	Y
55. LOAD RESTRAINT AND WEIGHT	
255012 - Are current/in-date gazetted dimension limits documents or road access permits provided to your drivers?	Y
255016 - Does your organisation ensure all loads carried on behalf of Scott's are in compliance with the Load Restraint Guide?	Y
255018 - How does the organisation validate (check) the load/vehicle weight to be towed on behalf of Scotts before they depart on the road?	Y
255020 - The organisation will agree to inform the Despatching Depot Manager/Safety and Compliance Officer if any load is deemed to be overweight.	Y
98. MEMBERSHIPS AND ACCREDITATIONS	
298590 - NHVAS-Mass Management Accreditation	Y
298592 - NHVAS- Maintenance Management Accreditation	Y
298594 - NHVAS- Basic Fatigue Management Accreditation	Y

298595 - NHVAS- Advance Fatigue Management Accreditation
298596 - Retail Logistics Supply Chain-Code of Practice
298597 - TruckSafe Accreditation
298598 - Other Accreditations

Y
Y
Y
Y

Y
Y
Y
Y

202140 - 02-045 Workers Compensation Insurance - SA	Y	Y
202150 - 02-048 Workers Compensation Insurance - WA	Y	Y
202160 - 02-041 Workers Compensation Insurance - ACT	Y	Y
202170 - 02-046 Workers Compensation Insurance - Tas	Y	Y
202180 - 02-043 Workers Compensation Insurance - NT	Y	Y
202185 - 02-050 Personal Accident/Sickness Insurance	Y	Y
202190 - 02-010 Motor Vehicle Insurance	Y	Y
202191 - 02-011 Prime Mover Insurance	Y	Y
202193 - 02-011T Trailer in Control Insurance	Y	Y
202264 - 02-027 Has your organisation had any motor insurance and/or claims refused and/or cancelled?	Y	Y
202265 - 02-023 Has your organisation had any imposed special terms and conditions on any insurance policies?	Y	Y
05. HISTORICAL INCIDENT STATISTICS		
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210037 - 06-175 Are all company policies and procedures easily accessed by your staff?	Y	Y
210051 - 06-130 Do you have a Drug and Alcohol Policy in place?	Y	Y
214045 - Does your organisation have a Drivers Manual issued to all drivers who work for your organisation?	Y	Y
11. INCIDENT MANAGEMENT AND REPORTING		
211010 - Do you have an incident management system?	Y	Y
211230 - Do you have a system to process complaints and compliments from the public or customers about vehicles operating in an L	Y	Y
211231 - Do you agree to Complete a Scotts Preliminary Incident Report form (PIR) as required?	Y	Y
211233 - Does your organisation agree to follow the Scotts Incident Management System?	Y	Y
17. TRAINING		
217035 - Do you provide training for your drivers?	Y	Y
18. REVIEWS/AUDITS UNDERTAKEN BY CLIENTS		
218150 - Accreditation Review - Scotts Transport	Y	Y
33. CLIENT TERMS ACCEPTANCE REQUIRED		
233723 - Acceptance of Scott's Sub-Contractor Terms and Conditions document.	Y	Y
233823 - The Sub-Contractor understands that failure to provide any information requested by Scotts Transport Industries may result Y	Y	Y
233824 - The Sub-Contractor declares and warrants that:	Y	Y
233825 - Acknowledgement that all drivers are eligible for testing under the the Scott's Drug and Alcohol Policy	Y	Y
233845 - Does your organisation agree that all drivers completing work for and on behalf of Scott's Transport Industries will undertak Y	Y	Y
233846 - Our organisation agrees to abide by and commit to the accreditation requirements. We will ensure our drivers are of the hig Y	Y	Y
35. PERSONNEL AND INDUSTRIAL RELATIONS		

235652	- Are the organisations drivers remunerated in accordance with the Road Safety Remuneration Tribunal Order dated December	Y
40. PLANT AND EQUIPMENT		
400003	- Do you have a fault identification and repair procedure, including a method for drivers to record?	Y
400004	- I agree to conduct Vehicle Daily Pre-Trip Safety Inspections and return completed forms to the applicable Depot Manager/Operations daily?	Y
51. CHAIN OF RESPONSIBILITY		
251000	- Does your organisation have a Chain of Responsibility Policy and is there evidence it has been communicated?	Y
251002	- Do you have a process in place to advise your staff of who to contact if they receive a vehicle defect report form?	Y
251004	- Do you conduct regular license check audits?	Y
251006	- Does your organisation provided training to your staff under Chain of Responsibility (if applicable)?	Y
52. SPEED MANAGEMENT		
252000	- Does your organisation have a Speed Management policy?	Y
252004	- Do the vehicles operating for you have in vehicle monitoring system fitted (GPS System)?	Y
252006	- Do you operate daily/weekly exception reports for speed management?	Y
252008	- I/We will ensure that our vehicles above 4.5 tonnes, must be ADR65 compliant and are speed limited to ensure that they ca	Y
53. FATIGUE MANAGEMENT		
253002	- Do you have a method to determine if a driver is fit for duty?	Y
253003	- Do you have a register of driver medicals in relation to Basic Fatigue Management and Dangerous Goods?	Y
253006	- Does your organisation have a Fatigue Management Policy?	Y
253008	- Please provide evidence that you have communicated this Fatigue Management Policy to your staff	Y
253010	- Does your organisation assess drivers in accordance with the Heavy Vehicle National Laws for driver fatigue?	Y
54. SCHEDULING AND ROSTERING		
254030	- Does the organisation operate in accordance with the Road Safety Remuneration Tribunal Order dated 2013 and provide dri	Y
254034	- Does the organisation ensure drivers operate in accordance with the requirements of the Safe Journey Plan?	Y
55. LOAD RESTRAINT AND WEIGHT		
255012	- Are current/in-date gazetted dimension limits documents or road access permits provided to your drivers?	Y
255016	- Does your organisation ensure all loads carried on behalf of Scott's are in compliance with the Load Restraint Guide?	Y
255018	- How does the organisation validate (check) the load/vehicle weight to be towed on behalf of Scotts before they depart on tl	Y
255020	- The organisation will agree to inform the Despatching Depot Manager/Safety and Compliance Officer if any load is deemed	Y
89D. LIST OF DRIVERS		
289011	- Scotts Transport - ACT - Road Freight Transport - Tow Operator Workers	Y
289012	- Scotts Transport - NSW - Road Freight Transport - Tow Operator Workers	Y
289013	- Scotts Transport - NT - Road Freight Transport - Tow Operator Workers	Y
289014	- Scotts Transport - QLD - Road Freight Transport - Tow Operator Workers	Y
289015	- Scotts Transport - SA - Road Freight Transport - Tow Operator Workers	Y
289016	- Scotts Transport - TAS - Road Freight Transport - Tow Operator Workers	Y

289017 - Scotts Transport - VIC - Road Freight Transport - Tow Operator Workers				Y
289018 - Scotts Transport - WA - Road Freight Transport - Tow Operator Workers				Y
289061 - Scotts Transport - TAS - Road Freight - General Workers		Y		
289062 - Scotts Transport - NSW - Road Freight - General Workers		Y		
289063 - Scotts Transport - QLD - Road Freight - General Workers		Y		
289064 - Scotts Transport - NT - Road Freight - General Workers		Y		
289065 - Scotts Transport - WA - Road Freight - General Workers		Y		
289066 - Scotts Transport - VIC - Road Freight - General Workers		Y		
289067 - Scotts Transport - SA - Road Freight - General Workers		Y		
289068 - Scotts Transport - ACT - Road Freight - General Workers		Y		
97. ASSESSMENT OF PERFORMANCE UNDERTAKEN BY CLIENTS				
218152 - Assessment of Performance - Scotts Transport		Y		Y
98. MEMBERSHIPS AND ACCREDITATIONS				
298590 - NHVAS-Mass Management Accreditation		Y		Y
298592 - NHVAS- Maintenance Management Accreditation		Y		Y
298594 - NHVAS- Basic Fatigue Management Accreditation		Y		Y
298595 - NHVAS- Advance Fatigue Management Accreditation		Y		Y
298596 - Retail Logistics Supply Chain-Code of Practice		Y		Y
298597 - TruckSafe Accreditation		Y		Y
298598 - Other Accreditations		Y		Y

Questions	Road Freight and Transport - General	Road Freight Transport - Tow Operato
Scott's Transport Industries SubContractor - Employee requirements		
00. OTHER GENERAL DETAILS		
90607 - Have you been convicted of, or had any fines or penalties imposed for, any driving related offences?	Y	Y
90608 - Have you had a licence suspended or cancelled?	Y	Y
90609 - Have you had any fine or penalties imposed for a traffic offences (excluding parking)?	Y	Y
90611 - Have you ever been responsible for causing a motor vehicle incident?	Y	Y
00. PROOF OF IDENTITY		
99990 - Proof of Identity	Y	Y
00. SERVICES PROVIDED		
90610 - I/we declare that I/we do handle hazardous waste	Y	Y
33. CLIENT TERMS ACCEPTANCE REQUIRED		
233730 - Do you hereby acknowledge that you have read and understood the contents of regulations as outlined in the document titl	Y	Y
90. CLIENT SPECIFIC INDUCTIONS		
329678 - Scotts Transport Industries Induction	Y	Y

SCOTT'S

TRANSPORT INDUSTRIES PTY LTD

(Incorporated in S.A.)

A.C.N. 007 681 398
A.B.N. 79 007 681 398



Subcontractor and Tow Operator INFORMATION Pack



MANDATORY REQUIREMENTS

Please be advised that to be hired by Scott's Transport Industries Pty Ltd ("**STI**") as a Subcontractor or Tow Operator ("**Subcontractor**"), you will need to supply the following information and fulfil the mandatory requirements **PRIOR** to commencement.

1. Incorporation Certificate

Confirmation that the Subcontractor is an Australian registered Propriety Limited company.

NOTE: Sole Traders or propriety limited companies acting as trustees of a trust are not able to subcontract with STI.

2. ABN Registration Certificate

The Subcontractor must have an Australian Business Number (ABN) and provide a copy of its registered business certificate that contains its ABN.

3. GST Registration

The Subcontractor must be registered for GST and provide proof of this registration. It is not acceptable for any underlying trust to be registered for GST – the propriety limited company must be registered.

4. Workers Compensation Certificate

Provide certificate of currency the Subcontractor has Workers Compensation Insurance or registration in accordance with the relevant State or Territory legislation for each driver, agent or contractor employed, engaged and/or used by the Subcontractor to provide services to STI. The certificate cannot be in the name of a trust or sole trader (refer to point 1 above).

5. Prime Mover and Trailer in Control Insurance

Provide current insurance certificate for Vehicle comprehensive cover and trailer in control comprehensive cover (with dangerous goods coverage extension if applicable) for an amount of not less than the greater of \$100,000 or \$50,000 per trailer, noting the interest of STI as owner in respect of towed STI equipment insurance). Trailer in control comprehensive cover is mandatory for Tow Operators to work with STI.

6. Marine Transit Insurance

Provide current insurance certificate for Marine cargo transit insurance policy providing individual comprehensive/all risk cover for loss of, or damage to, goods in transit for an amount of not less than \$500,000 for any one conveyance, naming STI as a declared customer or interested party.

7. Public Liability Insurance

Provide current insurance certificate for Comprehensive public liability insurance for an amount not less than \$10,000,000.

8. Contractor Compliance Accreditation System (iPro Live)

STI has introduced a mandatory requirement for subcontractors working with STI to be registered and compliant with our Contractor Compliance Accreditation System (iPro Live). Details of the registration process are attached. An annual fee of \$250 for single operators with 4 or less trucks or \$500 for companies with 5 or more trucks must be paid upon registration within iPro Live.

9. Documents to be completed and signed

The Subcontractor will need to read, complete and sign the following documents set out in this information pack:

- (a) Application for payment by Direct Credit;
- (b) Subcontractor Questionnaire; and
- (c) Subcontractor Terms and Conditions (for signing on the last page).

Subcontractors must ensure that, where it changes its details or operating name, it must notify STI and provide amended Insurance Policies and Certificates.

It is a condition of engagement that Subcontractors are to supply hand ratchets (minimum 6) and 34 plastic angles. If required these items are able to be purchased from STI and will be deducted from the first Subcontractor Payment Advice (SPA).

If you have any queries please contact Stephanie Wright on 08 8721 1122 (stephanie.wright@scottstransport.com.au) or Shane Griffiths, STI Insurance Manager, on 08 8230 0401 (shane.griffits@scottstransport.com.au). For assistance in registering on iPro Live call 1300 477 654 during business hours.

Return the completed package of documents to:

Insurance Manager
Scott Group of Companies
PO Box 3135 Melbourne Street
North Adelaide SA 5006

Yours faithfully

Scott's Transport Industries Pty Ltd

APPLICATION FOR PAYMENT BY DIRECT CREDIT

Please provide the following details;

Subcontractor Name: _____

A.B.N: _____

Postal Address: _____ Post Code: _____

Bank's Name & Address: _____

Post Code: _____ Fax Number: _____

BANK DETAILS

BSB No: _____ Account No: _____

Account Name: _____

Governing Conditions

1. Scott's Transport Industries Pty Ltd ("**STI**") is under no obligation to verify the correctness of the bank account details provided and any changes in any of the details must be provided in writing.
2. Payment will be deemed to have been made when STI has instructed its bank to credit the Subcontractor's nominated bank account. STI will not be responsible for any delays in payment or errors due to factors beyond its reasonable control.
3. STI reserves the right to terminate this direct credit system and pay by cheque or any other manner which STI may determine from time to time.
4. The Subcontractor agrees to repay on demand any payments credited to the Subcontractor on error and STI reserves the right to set off the amount of overpayment against any future debt owed by STI to the Subcontractor.

I/We apply to have payments made to us by Electronic Funds Transfer (EFT) to the account shown above for goods & services supplied to Scott's Transport Industries and accept the above Governing Conditions.

Signature of authorised representative of Subcontractor: _____

Print Name: _____

Print Title/Position: _____

Print Date: _____

Phone No: _____

SUBCONTRACTOR QUESTIONNAIRE

(to be completed and returned with other documents required in the Information Pack)

Are you applying to be a Subcontractor (supply own vehicles and trailers) or a Tow Operator (provide prime mover only). Circle one Sub Contractor Tow Operator

Please provide details of all drivers who will drive the Subcontractor's vehicle(s) supplying services to STI. STI reserves the right to ask for a separate driver declaration form to be completed for each driver.

Driver's Name	Date of Birth	Years Licenced	Basic Fatigue Management Accredited	Licence Number	Licence Class	No of Claims in the last 5 Years	No of Driving Offences in the last 5 Years
			Yes/No				
			Yes/No				
			Yes/No				
			Yes/No				

Give details of all accidents, claims, losses or driving offences for each driver during the last 5 years.

Driver's Name	Date of Accident	Circumstances of the Accident	Insurance Company	Total Cost of Claim or Offence
				\$
				\$
				\$
				\$

During the last 5 years, has any person who will, or is likely to, drive any of Subcontractor's vehicles:

- Had any motor insurance and/or claims refused and/or cancelled. Yes / No
- Had any imposed special terms and conditions on any insurance policies Yes / No
- Been convicted of, or had any fines or penalties imposed for, any driving related offences. Yes / No
- Had a licence suspended or cancelled.
- Had any fines or penalties imposed for a traffic offence (excluding parking). Yes / No
- Been responsible for causing a motor accident Yes / No

Do any of the Subcontractor's vehicles operate as B-Doubles, i.e. two (2) goods carrying trailers being towed by one vehicle. Yes / No

Is the Subcontractor TruckSafe or NHVAS Accredited? Yes / No

If yes, please provide accreditation number and tick accreditation program:

TruckSafe Mass Maintenance Fatigue Management

DECLARATION

The Subcontractor declares and warrants that –

- The information provided by it to STI is correct in every respect;
- It will exercise all due care and diligence to prevent loss or damage;
- It has disclosed all matters which STI should be aware of; and
- It has read, understands and agrees to STI's Subcontractor Terms and Conditions.
- The Subcontractor understands that failure to provide any information requested by STI may result in STI refusing to provide work to the Subcontractor.
- I understand that if I use Scott's trailers I must have Trailer in Control Insurance cover.

Signature of authorised representative of Subcontractor: _____

Print Name: _____

Print Title/Position: _____

Print Date: _____

SUB-CONTRACTOR TERMS AND CONDITIONS

The terms and conditions set out below (these "**Terms & Conditions**") apply to all subcontractors and tow operators (in each case the "**Subcontractor**") that transport freight for Scott's Transport Industries Pty Ltd ABN 79 007 681 398 ("**STI**"), and form part of an agreement between the Subcontractor and STI comprising the documents described in clause 2 below (the "**Agreement**").

1. DEFINITIONS

In these Terms & Conditions:

- 1.1 "**Driver**" means a driver employed, engaged and/or used by the Subcontractor to provide services to STI under the Agreement;
- 1.2 "**Order**" means the Road Transport and Distribution and Long Distance Operations Road Safety Remuneration Order 2014;
- 1.3 "**Rates**" means the rates payable by STI to the Subcontractor for the services provided by it under the Agreement;
- 1.4 "**Relevant Laws**" means all laws, regulations and codes of practice relevant to the services provided by the Subcontractor under the Agreement, including laws and regulations that relate to workplace health safety & environment, mass, dimensions, load restraint, speed, management of fatigue, vehicle standards and safety;
- 1.5 "**SJP**" means a safe journey plan, being a safe driving plan under the Order;
- 1.6 "**STI Indemnitees**" means STI, STI's related entities, and its and their directors, officers, employees, successors, licensees and assigns;
- 1.7 "**Subcontractor Obligations**" means all laws, regulations and industrial awards or agreements as amended from time to time relating to its Drivers and employees, including those relating to industrial relations, workers compensation, payroll and remuneration; and
- 1.8 "**Tribunal**" means the Road Safety Remuneration Tribunal.

2. AGREEMENT

- 2.1 The Agreement is comprised of:
 - a) these Terms & Conditions;
 - b) the Application for Direct Credit;
 - c) Rates Chart;
 - d) Subcontractor Payment Advices, but only to the extent strictly necessary for the purposes of clause 4.1 in order to incorporate the rates payable to the Subcontractor (as specified in the Subcontractor Payment Advice) for services in respect of which a Rate was not specified at the time that the Agreement was entered into; and
 - e) Subcontractor Manual.
- 2.2 In the event of any conflict or inconsistency between the documents set out in clause 2.1, unless otherwise provided, the documents in clause 2.1 will rank in order of precedence in accordance with the order in which they appear in clause 2.1.
- 2.3 If a provision of the Agreement is inconsistent with the Order or any subsequent orders which may be made by the Tribunal or any other statutory body, court, or tribunal, that provision is to be read down to the extent of the inconsistency.

3. INSURANCES

- 3.1 The Subcontractor must obtain and maintain the following insurance policies for the term of the Agreement:
 - a) marine transit insurance policy providing individual comprehensive/all risk cover for loss of, or damage to, goods in transit for an amount of not less than \$500,000 for any one conveyance, naming STI as a declared customer or interested party;
 - b) vehicle comprehensive cover and trailer in control comprehensive cover (with a dangerous goods coverage extension if applicable) for an amount of not less than the greater of \$100,000 or \$50,000 per trailer, noting the interests of STI as owner in respect of towed STI equipment;
 - c) comprehensive public liability insurance for an amount of not less than \$10,000,000;

- d) workers' compensation insurance or registration in accordance with the relevant State and Territory legislation for each Driver, agent or contractor employed, engaged and/or used by the Subcontractor to provide services to STI; and
 - e) any other insurance required by law or reasonably required by STI.
- 3.2 Each of the insurance policies required by clause 3.1 must be:
- a) in the company name of the Subcontractor as a pty ltd company only; and
 - b) with solvent and reputable insurers satisfactory to STI.
- 3.3 The Subcontractor must provide to STI, before commencing services under the Agreement, anytime upon request by STI and every year of renewal, a certificate of currency or other documentary evidence satisfactory to STI of the insurances and endorsements required by clause 3.1.
- 3.4 If an insurance policy required by clause 3.1 is cancelled or lapses, the Subcontractor must immediately notify STI.
- 3.5 The Subcontractor must not do, or permit or suffer to be done, anything which may adversely affect any policy of insurance held by STI or the Subcontractor.
- 3.6 The Subcontractor warrants that each Driver, agent or contractor employed, engaged and/or used by the Subcontractor to provide services to STI is covered by workers' compensation insurance or registration in accordance with the relevant State and Territory legislation.
- 4. RATES AND PAYMENT**
- 4.1 The initial Rates are set out in the Rates Chart. Where the Subcontractor performs new or additional services for which a rate is not specified in the Rates Chart, the Rates shall be as specified in the Subcontractor Payment Advice provided by STI to the Subcontractor, and the rating information contained in that Subcontractor Payment Advice shall be deemed to comprise part of the Agreement.
- 4.2 The Subcontractor is not entitled to payment for any services provided to STI until it has returned to STI:
- a) a copy of the consignment note and proof of delivery signed by the consignee;
 - b) a completed SJP in accordance with clause 11.1; and
- 4.3 Payment in respect of a load is conditional upon delivery of that load in good order and condition and, if an SJP is required for the relevant trip, receipt by STI of the completed SJP from the Subcontractor in accordance with clause 11.4(b).
- 4.4 For the avoidance of doubt, for the purposes of Part 4 of the Order and for all other purposes, STI is entitled to dispute (and is not obliged to pay) any invoice submitted by the Subcontractor if the requirements in clauses 4.2 and 4.3 have not been satisfied by the Subcontractor. Where STI disputes part of an invoice, STI will pay the undisputed portion of that invoice in accordance with the payment terms set out below and provide written advice to the Subcontractor of the basis of the dispute.
- 4.5 Payment will be made by STI through Electronic Funds Transfer direct to the Subcontractor's bank account on a weekly basis for all invoices up to the end of the previous week followed by a payment confirmation by email or, if the Subcontractor directs, post.
- 5. GST**
- 5.1 The Rates and all other costs or charges are expressed as GST exclusive and will, subject to clause 5.4, be increased by the then prevailing rate of GST.
- 5.2 Where the GST law permits, the parties agree that STI may issue to the Subcontractor a recipient created tax invoice ("RCTI") for each taxable supply made by the Subcontractor to STI ("RCTI Supplies"). STI will issue the RCTI in a format that states the total amount payable on account of GST.
- 5.3 The parties hereby effect a written agreement in accordance with the conditions set out by the Commissioner of Taxation in GST Ruling 2000/10 as follows:
- a) STI can issue tax invoices in respect of the RCTI Supplies provided by the Subcontractor;
 - b) the Subcontractor must not issue a tax invoice or adjustment note in respect of the RCTI Supplies;
 - c) the Subcontractor acknowledges that it is registered for GST as at the date of the Agreement and will notify STI if it ceases to be registered;
 - d) STI acknowledges that it is registered for GST as at the date of the Agreement and will notify the

Subcontractor if it ceases to be registered;

- e) STI will issue an adjustment note to the Subcontractor for any adjustment event relating to any supply in respect of which it issues an RCTI; and
 - f) the agreement in this clause 5.3 will terminate immediately if STI or the Subcontractor cease to satisfy any of the requirements under the GST law for issuing a RCTI.
- 5.4 If STI does not issue a RCTI in respect of a taxable supply, payment of any amount on account of GST is not required until the supplier has issued a valid tax invoice or adjustment note (as appropriate) to the recipient of the supply.

6. DEDUCTIONS

- 6.1 STI may deduct from any amount due to the Subcontractor under or in connection with the Agreement any taxes or charges payable in respect, or arising out, of any document or transaction forming part of the relationship in order to give effect to the indemnity provided by the Subcontractor to STI in clause 9.8(a).
- 6.2 STI may deduct from any amount due to the Subcontractor under or in connection with the Agreement any amounts owing to STI by the Subcontractor under or in connection with the Agreement (but only to the extent that the amounts are a direct and proper reflection of the actual amounts, costs, losses, expenses, charges or damages incurred or sustained, or of the value of any goods or services provided to the Subcontractor, by STI). Without limiting the preceding paragraph, amounts in respect of which STI may exercise the right to deduct monies from the Subcontractor include:
- a) equipment loan charges for any equipment provided by STI to the Subcontractor;
 - b) the cost of any equipment or fuel purchased by the Subcontractor from STI or its related entities;
 - c) the cost of repairing any damage to equipment provided by STI (fair wear and tear excepted);
 - d) charges incurred by STI as a result of the failure to fully comply with pallet management procedures stipulated by STI from time to time;
 - e) fuel supplied to, or obtained by, the Subcontractor (including without limitation via the use of STI embossed fuel card);
 - f) load restraint equipment (including binder bars, Ausbinders, bearers and strapping) required to comply with STI's and its customers' load restraint requirements and as may be supplied to the Subcontractor by STI and/or its customer.

7. BASIS OF ENGAGEMENT, RELATIONSHIP & NO GOODWILL

- 7.1 The Subcontractor is an independent contractor, and is not an employee or agent, of STI and the Subcontractor shall exercise its own discretion in performing its obligations and the manner of its performance.
- 7.2 The Subcontractor is engaged on a non-exclusive basis under the Agreement and nothing contained in the Agreement requires STI to purchase any, or any minimum quantity of, services from the Subcontractor. Any estimate or forecast as to the requirement for services made by STI or STI's customer is non-binding and, to the maximum extent permitted by law, STI will not be liable to the Subcontractor for any costs, expenses, damages or losses incurred directly or indirectly by the Subcontractor or any other person in connection with any failure by STI to purchase services in accordance with those estimates or forecasts, or at all.
- 7.3 The Services to be provided by the Subcontractor are set out in the SubContractor Manual and may be varied or supplemented from time to time by agreement of the parties.
- 7.4 The details of any modern award and/or other industrial instrument applicable to the services to be provided by the Subcontractor are set out in the SubContractor Manual.
- 7.5 The Subcontractor agrees and acknowledges that the Agreement is not to be construed as importing any improvement in value or attaching any goodwill to any vehicle used by the Subcontractor in providing services to STI. The Subcontractor must not sell, or offer to sell, its vehicle(s) as a vehicle(s) with work on account of any services provided to STI under the Agreement.
- 7.6 The Subcontractor must not, nor purport to, assign, transfer, novate or subcontract its rights or obligations under the Agreement without the prior written consent of STI. The Subcontractor will be deemed to have undertaken an assignment for the purposes of this clause where there is a change in the ultimate beneficial and/or legal ownership of more than 50% of the shares in the Subcontractor.

8. GENERAL

At all times while providing services to STI, the Subcontractor must:

- 8.1 act in accordance with all applicable laws and regulations, in a professional and competent manner and with all due care and skill;
- 8.2 subject to any applicable SJP, transport the goods to their destination by the most direct practicable route(s) and (subject always to complying with all relevant laws and regulations, including laws and regulations in relation to speed and fatigue) as quickly as possible and to make no deviation from the direct route except insofar as may be necessary for the preservation of the goods;
- 8.3 not carry with the load the goods of any other person except with the prior written consent of STI;
- 8.4 take proper care of the goods and ensure that all loads are properly secured, safeguarded against theft and protected from damage by weather or otherwise, and comply with all legal requirements of the carrier of the goods including, where applicable, the Dangerous Goods Act;
- 8.5 upon delivery of the goods, ensure that they will be forthwith checked by or on behalf of both the Subcontractor and the consignee / recipient and that any discrepancies in number of quantities or any damage be noted and full information of the same forthwith given to STI;
- 8.6 deliver the goods to their destination within a reasonable time and in the event of any delay in delivery will forthwith inform the sending or receiving depot of STI by telephone stating the cause of the delay, the exact location of the delayed vehicle and the estimate of the time of arrival at the destination;
- 8.7 immediately inform the sending or receiving depot of STI by telephone of the occurrence of any loss of, or damage to, any goods;
- 8.8 ensure that the vehicles used by the Subcontractor in providing services to STI comply with all applicable laws and regulations, are appropriately registered, suitable to provide the services, in roadworthy condition and, if required by STI, fitted with speed limiters, global positioning systems or other monitoring devices;
- 8.9 employ and allow the vehicle to be driven only by a competent driver holding a valid current and relevant driver's licence;
- 8.10 be incorporated as an Australian company and have a valid ABN;
- 8.11 be responsible for payment of, and promptly pay, all fees (including load licence fees and registration fees), taxes, levies and charges in relation to providing services to STI;
- 8.12 give STI all the assistance reasonably required by STI in relation to any delay, accident, loss of or damage to any goods, demand, write, summons or proceedings; and
- 8.13 not, and has no authority to, pledge the credit of STI (except with the express written consent of STI).

9. COMPLIANCE

- 9.1 The Subcontractor agrees that, at all times while providing services to STI, it is aware of, understands and will comply with (and will ensure that each Driver is aware of, understands and will comply with):
 - a) all Relevant Laws;
 - b) the Agreement;
 - c) the Contractor Driver Manual;
 - d) the Scott's Subcontractor Accreditation Guideline;
 - e) any other policies or procedures provided by STI to the Subcontractor; and
 - f) all systems of reporting specified by STI to the Subcontractor.
- 9.2 STI is not entitled to, and must not, provide to the Subcontractor any direction that would cause or coerce the Subcontractor and/or a Driver to breach any Relevant Laws.
- 9.3 The Subcontractor must contact STI immediately where the Subcontractor (acting reasonably) is of the view that any request, direction, act or omission on the part of STI (and including STI's customer or any other party in the chain of responsibility) will cause or coerce the Subcontractor and/or a Driver to breach any Relevant Laws.
- 9.4 The Subcontractor must co-operate with any audit of its compliance systems undertaken by STI (or STI's customer) and must make available its records for this purpose upon request by STI. Without limitation, the Subcontractor must allow STI to inspect its fatigue records, vehicle maintenance records and the log books of any Driver.
- 9.5 The Subcontractor agrees that it, and will ensure that its Drivers, will be available (at the Subcontractor's cost)

for any training specified by STI relating to subcontractors.

- 9.6 The Subcontractor must ensure that its Drivers:
- are fit for duty, are not impaired by fatigue and do not have any drugs or alcohol in their system; and
 - submit to random drug and alcohol tests as may be conducted by STI or STI's customers in accordance with STI's and/or its customers' drug and alcohol policies.
- 9.7 The Subcontractor must comply with its Subcontractor Obligations.
- 9.8 The Subcontractor will:
- indemnify and hold harmless the STI Indemnitees from and against any loss, damage, claim or liability that STI suffers or incurs in connection with the failure by the Subcontractor and its Drivers to comply with any Subcontractor Obligations, including any claims made against STI by any of the Drivers in respect of any relevant legislation concerning income tax, workers' compensation, annual leave, long service leave, superannuation, redundancy or any applicable award, determination or agreement of a competent industrial tribunal; and
 - provide to STI such written statements, certificates and documents as STI may from time to time reasonably require, or as may be required, under the Subcontractor Obligations.

10. DRIVERS LICENCE and CERTIFICATES

- 10.1 Upon execution of these Terms & Conditions, the Subcontractor must provide to STI, for each Driver:
- identity and licence details of the Driver;
 - print out of the Driver's history report from the relevant State or Territory driver licensing authority; and
 - if applicable, a copy of the Driver's basic fatigue management certificate, latest medical certificate, dangerous goods licence, NHVAS accreditation and TruckSafe accreditation.
- 10.2 The Subcontractor must provide to STI, for each Driver:
- on each anniversary of the last report provided to STI, print out of the Driver's history report from the relevant State or Territory driver licensing authority; and
 - upon renewal, a copy of the certificates or accreditations set out in clause 10.1(c).
- 10.3 The Subcontractor must provide to STI a print out of a particular Driver's history report from the relevant State or Territory driver licensing authority within 14 days of the happening of any of the following events:
- STI requests that the Driver history report be provided in connection with an audit being conducted by or for STI or its customers;
 - the Driver is involved in an accident or incident which resulted in, or had the potential to result in, injury to, or the death of, any person and/or damage to any property or the environment; and
 - the Subcontractor becomes aware that the Driver has had any demerit points recorded against their driver's licence; and
- 10.4 The Subcontractor must immediately notify STI of any suspension or cancellation of a Driver's licence.

11. SAFE DRIVING PLANS

- 11.1 Where the Subcontractor is to perform a trip in respect of which a SJP is required under Part 5 of the Order, the Subcontractor must prepare, and provide to both STI and the Driver prior to the commencement of the relevant trip, a SJP that complies in all respects (including as to contents and consultation with the Driver when preparing the SJP) with Part 5 of the Order.
- 11.2 The Subcontractor must retain a copy (in hard copy or electronic format) of all SJPs prepared by it in accordance with clause 11.1 for a period of at least 7 years from the date upon which the SJP is prepared. Where requested to by STI, the Subcontractor must provide to STI a copy of any SJP during that 7 year period.
- 11.3 The Subcontractor warrants and agrees that:
- it has the necessary skills and expertise to, and will, prepare SJPs that comply with Part 5 of the Order where a SJP is required in accordance with the Order; and
 - to the extent that the Subcontractor lacks the skills and expertise to prepare, or otherwise requires assistance in preparing, a SJP that complies with Part 5 of the Order, it will:
 - contact STI prior to the commencement of the relevant journey to request STI's assistance in

preparing the SJP; and

- ii. provide to STI all assistance reasonably requested by STI in relation to preparing the SJP (including mobile telephone contact details for the Driver).

11.4 Regardless of whether the Subcontractor or STI has primary responsibility for the preparation of a SJP in accordance with this clause 11, the Subcontractor must procure that:

- a) the Driver completes the sections of the SJP that cannot be filled out until the trip has been commenced and/or completed; and
- b) a completed copy of the SJP is provided to STI within 48 hours (or as soon as reasonably practicable thereafter) of the trip being completed by the Driver.

12. STI'S SEIZING RIGHTS

12.1 If:

- a) the Subcontractor unreasonably delays in delivery or fails to take the most direct practicable route;
- b) the Subcontractor breaches any provision of the Agreement;
- c) the Agreement is terminated pursuant to clause 16; or
- d) in the opinion of STI, it is necessary to retake custody of the goods for their preservation or safekeeping, it will be lawful for STI or its agents (in addition, and without prejudice, to any other rights which STI may have hereunder and without the Subcontractor's consent or prior notification) to:
 - e) enter into or upon any premises or land where the goods then are;
 - f) seize and take possession of any or all the goods; and
 - g) at STI's discretion, carry the goods away.

12.2 The costs and expenses incurred by STI in exercise its rights under clause 12.1 will:

- a) be payable by the Subcontractor to STI on demand; or
- b) if STI thinks fit, deducted by STI from any monies then or thereafter due or owing or becoming due or owing to the Subcontractor,

provided that STI will not exercise any right to demand or deduct payment of such monies where the delay or deviation was necessitated by the Subcontractor complying with any Relevant Law.

13. OWNERSHIP OF GOODS

13.1 The goods transported by the Subcontractor belongs to STI's customer and under no circumstances does the Subcontractor have any ownership in the goods.

13.2 The Subcontractor must not, for any reason, exert a lien over the goods, detain the goods, or withhold the goods from delivery to the required destination and (subject always to complying with the Relevant Laws) within the scheduled timeframe.

13.3 STI reserves the right to inspect any goods carried by the Subcontractor without prior notice. The Subcontractor will permit STI to have access for this purpose to any premises at which the Subcontractor's vehicle or STI's trailing equipment is located.

14. LIABILITY AND INDEMNITY

14.1 The Subcontractor will indemnify and hold harmless STI Indemnitees against any claims, damages, liabilities, judgements, losses, costs and expenses of every kind and nature, including legal fees, incurred or suffered by the STI Indemnitees in connection with:

- a) a breach of the Agreement by the Subcontractor;
- b) any act or omission of the Subcontractor, its Drivers, employees or agents;
- c) any activity (including an omission) carried out by the Subcontractor, its Drivers, employees or agents in connection with the transport of goods pursuant to the Agreement; or
- d) any loss, theft or damage to any trailing and associated equipment provided by STI or another STI Indemnitee to the Subcontractor, its Drivers, employees or agents,

but the Subcontractor's liability to indemnify the STI Indemnitees will be reduced proportionately to the extent the claims, damages, liabilities, judgements, losses, costs or expenses were solely and directly caused by the

gross negligence of the STI Indemnitees.

- 14.2 Any trailing and associated equipment provided by STI or another STI Indemnatee to the Subcontractor is at the Subcontractor's risk at all times while the Trailing Equipment is in the Subcontractor's possession, custody or control.
- 14.3 The STI Indemnitees will not be liable to the Subcontractor (whether in tort, contract or otherwise) in respect of any loss or damage of any kind arising directly or indirectly from any act or omission on any STI Indemnatee's part in connection with the Agreement, except to the extent that such loss or damage was solely and directly caused by the gross negligence of the STI Indemnitees.
- 14.4 To the extent the indemnities given by the Subcontractor under the Agreement are expressed to be in favour of the other STI Indemnitees, STI holds the benefit of those indemnities on trust for the other STI Indemnities. However, STI and the Subcontractor may vary any provision of the Agreement (including this clause) without the prior written consent of the other STI Indemnitees.
- 14.5 The provisions of clause 9.8 and this clause 14 survive the termination of the Agreement.

15. CONFIDENTIAL INFORMATION

- 15.1 The Subcontractor must not disclose to any person any confidential information provided to it by STI or STI's customer (which includes, for the avoidance of doubt, information relating to the Agreement and Rates), except in the proper course of its duties, where the disclosure is to the Subcontractor's professional advisers and strictly on a need to know basis or as required by law or order of a court.
- 15.2 All information provided to the Subcontractor by STI or STI's customer under or in connection with the Agreement and/or the provision by the Subcontractor of any services to STI is, and must be treated as, confidential, with the exception of any information which is in the public domain, is already known to the Subcontractor is disclosed to the Subcontractor by a third party who is not under any obligations of confidentiality in respect of that information.

16. TERM AND TERMINATION

- 16.1 The term of the Agreement is for a period of three (3) months commencing on the date of execution of these Terms & Conditions (the "Initial Term"). Where the Subcontractor continues to provide services to STI after the end of the Initial Term, the term of the Agreement will convert to a month to month arrangement terminable by either party by giving 14 days written notice to the other.
- 16.2 Either party may immediately terminate the Agreement by written notice to the other party if the other party:
- breaches a term of the Agreement and (where the breach is capable of remedy) fails to rectify that breach within 7 days of receiving written notice from the party requiring it to do so;
 - breaches the Agreement and the breach is not capable of being rectified; or
 - is subject to any action or steps taken, or legal proceedings commenced, for winding up, dissolution, or liquidation of a company or for the appointment of a controller, administrator, receiver or manager, liquidator, official manager, trustee or similar officer of a company or any of its revenues and assets (and in each case anything similar or analogous occurring to the extent that the party is not a company).
- 16.3 Either party may terminate the Agreement at any time by 14 days' written notice to the other party.
- 16.4 STI may terminate the Agreement by 7 days written notice where the head contract between STI and its customer in respect of which the Subcontractor provides services is terminated or expires.
- 16.5 In the event that the Agreement is terminated for any reason whatsoever, STI's sole liability to the Subcontractor will be to pay the Subcontractor for any services properly rendered to STI by the Subcontractor up to the date of termination (subject always to the Subcontractor having complied with clause 4.2 in respect of those services).

The Subcontractor hereby agrees to the above Terms & Conditions:

Signature of authorised representative: _____

Print Name: _____

Print Title: _____

Print Date: _____

How to register with iPro LIVE?

IPRO LIVE will have a compliance helpdesk open to assist you with any questions you may have. They can be contacted on 1300 477 654 and are available Monday to Friday, 8am to 5pm.

If you are not currently subscribed to IPRO LIVE:

1. Go to Web page www.iprolive.com
2. Click on 'register for...' option. Click on iPRO LIVE as a New Organisation.
3. Enter the required details. You will need to enter the Authorisation Code of iprosco1504 when requested for the Authorisation code to associate with Scotts.
4. You will then need to make the required payment in order to use the system.



If you are already subscribed to IPRO LIVE:

1. Click on the 'Clients' tile on your main view page in your **IPRO LIVE** account.
2. Click on the 'Add' icon located on the bottom of the 'Clients and Services' page
3. Then make the appropriate selection in the 'client' listing with your region and industry association.
4. You will need to enter the Authorisation Code of iprosco1504 when requested for the Authorisation code to associate with Scotts.
5. Once registered you will receive a username and password.

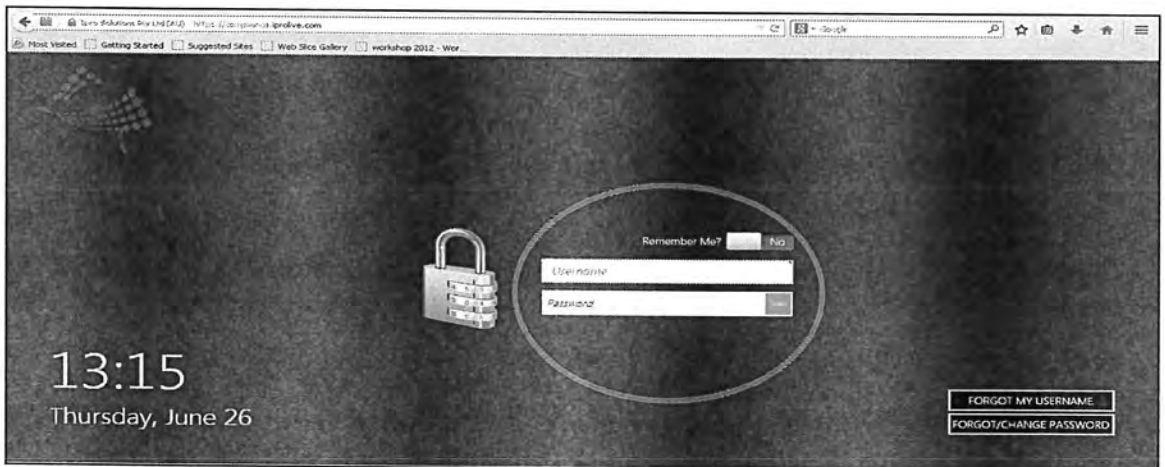


How to sign in using iPro Live

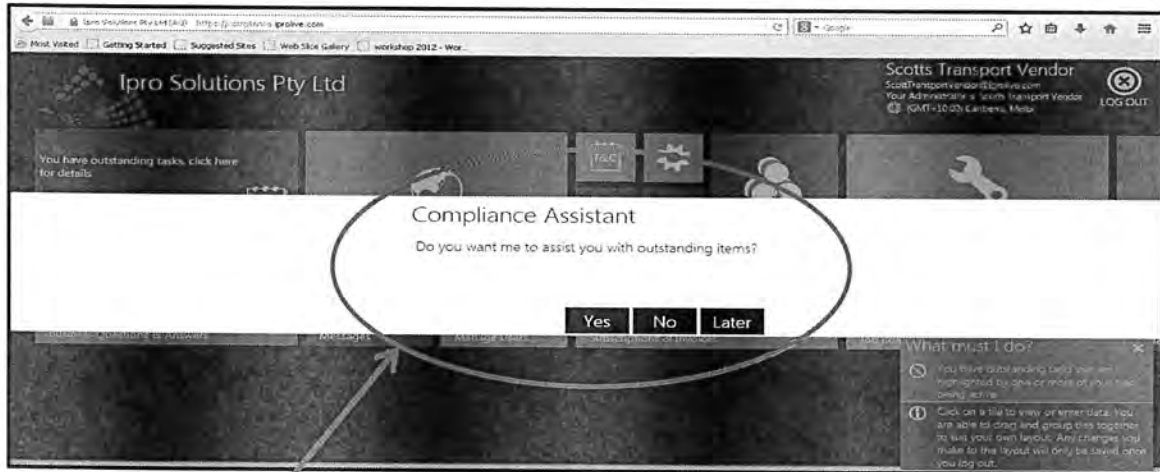
1.



2.



Enter your username and password.



3.

The Compliance Assistant will assist you with any outstanding items that you are required to complete. If you click Yes, the Compliance Assistant will take you directly to the most outstanding item.

This section provides you with Hints & Tips. You can click on the X in the right hand corner to remove. The Hints & Tips will pop up on every page.

4. If you click **No** you will see the below Dashboard.

This section contains Business Compliance Questions. You need to complete all the questions.



Unanswered-
This section contains unanswered Business Compliance Questions.

Messages- From time to time Scotts will send you important information via the iPro Live program. You can click on this icon to view any messages received.

Manage Users- You can manage your user settings in this area.

Subscription & Invoices- This section provides you with details of iPro Subscriptions and Invoices

Answering Business Questions

The below section shows an example of the Business Questions.

To answer a Business Question click on the question section.

A drop down menu, as shown below, will show you the questions.

A Green question means that you have answered this question.

A Red question means that you have not answered this question.

A Purple question is a new question, that you have not yet answered.



Help- Hints & Tricks

In the event of a change of company name you must provide Scott's with updated company details.

You must include the new registered company name, insurance policy and certificate with the new registered company name clearly listed.

This can be completed at any time by logging onto your **IPro LIVE** account.

Remember if you need assistance?

IPro LIVE will have a compliance helpdesk open to assist you with any questions you may have. They can be contacted on 1300 477 654 and are available Monday to Friday, 8am to 5pm.

12 November 2014



Briefing Paper

What is this iPro LIVE?

Approx. 9 months ago Scotts Group of Companies (SGC) decided it needed to make changes to the way we manage our sub-contractors and tow operators and ensure they are operating safely and legally compliant at all times.

We all know Scott Transport Industries are **100% committed to the health and safety of its employees, contractors and the communities in which it operate.**

We have a belief and goal that we can achieve a level of **ZERO injuries and incidents** within our business.

To achieve this goal, we are continuously improving our processes, and require individual and company accountability to promote comprehensive safety awareness in everything that we do.

We are achieving this by going beyond legislative and regulatory compliance, and by adopting cooperative and voluntary initiatives within our business.

With the need to be **100% safe and legally compliant 100% of the time**, you need to know that anyone you task to work for or on behalf of Scott Group of Companies is 100% safe and legal. Subsequently we have decided to partner with iPro LIVE and developed a new system of sub-contractor management called the **Contractor Compliance Accreditation System - or in short - IPRO LIVE.**

Effectively any Sub-Contractor and/or Tow Operator will need to be registered within iPro LIVE before they will be permitted to work for or on behalf of Scott Group of Companies. Being accredited will mean they have been checked, validated and certified as being safe and legally compliant.

The accreditation will also mean all drivers working for that sub-contractor or tow operator have been inducted on-line and agreed to our **"Code of Conduct"**.

What are the benefits of being registered in iPro LIVE?

In order for SGC to build strong risk-free partnerships with our sub-contractors we will now be using iPro LIVE on-line Compliance Management System. iPro LIVE will assist SGC to manage the pre-qualification information of all sub-contractors providing real time management, verification and "Live Monitoring" of:

- The ability for all parties to meet the current requirement under Chain of Responsibility (CoR) Legislation.
- Company registration, accreditation and legal information of our sub-contractors.
- IPRO LIVE removes the requirement for sub-contractors and tow operators to manually verify documentation with each authorising department including making sure that all involved parties are notified of expiry dates and renewal deadlines in a timely manner.
- IPRO LIVE will identify who and where training will need to be provided by SGC.
- Professional indemnity insurance of our sub-contractors.
- Provide SGC with certificates of competency.
- Sub-contractors will provide their WHS capabilities and documentation.
- Subcontractors and/or tow operators and their employees will be requested by Scotts to acknowledge terms, conditions, policies, procedures, certificates, licences or receive safety alerts including regular Toolbox alerts.

- The system will provide Scotts, sub-contractors and tow operators with automatic notification of any changes in your compliance status.
- Conduct on-line training between Scotts transport and our sub-contractors i.e. toolboxes, intercompany communications, presentations and more.
- iPro LIVE allows for online training and record keeping to sub-contractors and tow operators.
- Accredited businesses will require each of their drivers working for an on behalf of Scotts Transport will need to be inducted into iPro LIVE. This allows accredited sub-contractors and their drivers preferred access to Scott Transport work.

This is a new system subsequently you, our sub-contractors and tow operators will have a number of concerns. The following questions should help understand this fantastic system better.

The question I'm sure you are asking is why do we need to introduce iPro LIVE?

- The iPro LIVE system will ensure any sub-contractor and/or tow operator you want to engage or task out a load and work for and on behalf of Scott Group of Companies, you can feel comfortable that they have been signed off as being 100% safe and operating 100% legally compliant.
- We can also ensure that all drivers working for that sub-contractor and/or tow operator have been inducted online into Scott Group of Companies and agree to abide by our code of conduct.

Why is compliance important to our businesses?

- Australian Heavy Vehicle Transport and Safety Laws are changing constantly. All companies, individuals and PCBU¹ are expected to comply with new legislation to reduce risk in the workplace. Severe penalties are imposed for breaches of compliance and legislation. In all cases, fines on imposed on individuals can't be insured against – you as an individual will be held personally liable.
- The reality for PCBU's is that it is increasingly important to reduce that risk to your business. We appreciate the time and costs associated with keeping up to date with the changing regulatory environment, but consider why being compliant is very important to your business and your employees:
 - Have our sub-contractors considered the true cost that may rise from an interruption to their business?
 - Can you or our sub-contractors business afford the financial and personal risk associated with failing to comply with WHS laws and obligations?
 - What would happen to SGC or our sub-contractors business if as a result of non-compliance, we were held personally liable for a serious workplace injury or even death?

Who else uses iPro LIVE?

- No other transport company has an IT system of this type to assist in managing their Sub-Contractors or Tow Operators. Several major transport companies are looking at this system. Several organisations have an "In-House" system that monitors sub-contractors, but the iPro system is connected to insurance and regulatory agencies.

¹ Person Conducting a Business or Undertaking (PCBU) includes employer, corporation, association, partnership, sole trader and certain volunteer organisations.

What do I need to do to engage any sub-contractor or tow operator?

- All Scott Group of Company staff who wants to engage a sub-contractor and/or tow operators to perform a task for or on behalf of Scott Group of Companies must ensure that the contractor has registered as a "vendor". Once the primary vendor is registered they will need to ensure that any of their drivers have been inducted within iPro LIVE.
- If they have not then we must not use them until they have completed that registration and driver inductions.
- All Depots and staff within Scott Group of Companies must direct any potential sub-contractor or tow operator to register within iPro LIVE.

I have registered in iPro LIVE, but why do our sub-contractors need answer so many compliance questions?

- Registration in iPro LIVE is a two stage process. Verification and Pre-Qualification.
 - **Verification** – The first stage involves the checking of the insurance and licensing information the sub-contractor has uploaded to the system. The sub-contractor will also need to provide a response to selected areas SGC need completed.
 - **Pre-Qualification** – iPro Solutions does not create these questions, but they are included in iPro LIVE as they are considered mandatory by SGC. If the sub-contractors have concerns about answering these questions, they should initially contact iPro LIVE Support Team for assistance.
 - The support team will decide if the issue should be referred to SGC, if the sub-contractor cannot comply with the information required. This happens often during the Pre-Qualification phase. Because they are specific the sub-contractor must answer the question in order for their accreditation to be deemed compliant.

What if a sub-contractor or tow operator fails their external agency verification i.e. insurance, transport regulator or other body through iPro LIVE?

- If the sub-contractor or tow operator fails their validation the system will identify them as in-eligible for tasking under any circumstances. The iPro LIVE system will then need to be checked by appropriately trained Scott Group of Company staff. They will check why the driver was flagged and understand the issues then try to address.

Will information within iPro LIVE be secure?

- The iPro LIVE system is 100% safe and secure.
- The iPro LIVE system will not release any confidential information to anyone not approved to view that information.
- The iPro LIVE system will not provide vision of any information provided by the transport regulators. The data outcome is based on the behind the scene data and will only appear as "acceptable or not acceptable" within iPro LIVE.
- No other detail on their history will be provided.
- Only sub-contractor can allow third party access to your information stored in iPro LIVE database

What will this accreditation cost the sub-contractor or tow operator?

- There will be a small annual fee to all subcontractors payable to iPro LIVE upon which a formal process of accreditation, training and automatic acceptance by SGC will ensure that all CoR and statutory legislation criteria are valid at all times.

When will the subscription fee need to be paid?

- That subscription fee is payable in advance by the sub-contractor or tow operator before they commence the accreditation application.

What is the subscription fee?

- For a single operator the subscription fee will be \$250 per annum, for an operator with more than 5 trucks the subscription fee will be \$550 per annum.

Will I need to provide Bank details?

- Yes, all sub-contractors applying for the accreditation must enter their applicable banking details into iPro LIVE as requested.
 - Bank Account Name
 - BSB
 - Account Number

What is provided by the annual subscription cost?

- On-going customer service support
- On-line management of insurances, certificates and other relevant documents
- Priority access to SGC "jobs"
- Automated reminder services
- Centralised storage of data
- Access to other iPro LIVE clients without the need to pay the full annual subscription again
- Ensure compliance throughout the year no matter how many changes you make to your business

Driver Induction

All sub-contractors and tow-operators that have been "Verified" will require their drivers to complete an on-line induction.

- All sub-contractors tow operators and their employees can access the induction by logging in to their **IPRO LIVE** account after they have successfully registered and clicking on "**Undertake Induction**". This induction will be available when advised by iPro LIVE system.
- Once the induction assessment has been successfully completed by the employee it will form part of their overall accreditation compliance.
- Drivers cannot be tasked unless they are registered under a **verified** sub-contractor or tow operator. If they have not completed their on-line induction they will need to do so before being tasked.

All drivers will be issued an ID card.

- Once any driver has being inducted they will be regularly audited for ongoing compliance. The system will validate that driver by scanning an ID card that will be issued to the driver on completion of the induction.
- The ID card will have their photo, personal barcode identifier and identification detail i.e. name, surname date of birth etc. similar to the "white card".
- This card will need to be scanned (against Depot scanners/readers) or presented before any load and /or task can be allocated to that driver.
- The driver will also need to present this ID card at our customer sites before they will allow that driver to enter or collect loads for delivery on behalf of Scott Group of Companies.

How will the ID card be issued?

- The ID card will be issued by Scott Group of Companies at our cost once the driver completes their induction and is deemed compliant.

What happens if I engage a sub-contractor, tow operator or one of their drivers who are not accredited or inducted?

- Any Depot staff that task a sub-contractor or tow operator to work for and on behalf of Scott Group of Companies without that vendor or driver being inducted will be in breach of company policies.

Depot Access to iPro LIVE?

- Each Depot will be allocated user access to iPro LIVE. This will allow "Read" ability to validate sub-contractors or tow operators. This will also allow Depot staff to validate issues highlighted during the process.
- Depot Staff will have the ability to check any potential sub-contractor or tow operator before allocating them to a task. Depot staff must validate that driver within the iPro LIVE system prior to allocating the driver the delivery.
- Driver iPro number will be registered against the task/delivery.

Priority tasking will/must be given to available sub-contractors or tow operators who are iPro LIVE accredited.

- Any sub-contractor or tow operator who is accredited will be given priority tasking (if their accreditation is current and validated) on behalf of Scott Group of Companies.
- Remember all drivers must operate in accordance with their regulatory obligations i.e. fatigue, mass etc. The sub-contractor drivers must be inducted and registered within iPro LIVE before they can be tasked.

Can I use any sub-contractor or tow operator who are not iPro LIVE registered/accredited?

- No, not under any circumstances. They must commence the accreditation process and at minimum achieve the minimum level before tasking. That level must be validated by **Sub-Contractor Payments**, insurance and iPro LIVE before tasking within an acceptable period.

Can an accredited sub-contractor (Vendor) use another sub-contractor to perform the allocated task?

- Unless that sub-contractor is also registered in iPro LIVE, NO.
- All sub-contractor drivers must also be registered and inducted within iPro LIVE.

What results will Scott Group of Companies receive from introducing iPro LIVE?

- Scott Group of Companies will knowingly feel satisfaction that any sub-contractor and/or tow operator we have engaged to work for and behalf of Scott Group of Companies is operating safely and legally to the best of our ability.
- This will be in line with our obligations under the Heavy Vehicle National Laws to ensure under Chain of Responsibility anyone who works for STI is 100% legal - 100% of the time.

What is I want to use a sub-contractor to perform a task/delivery at short notice and they are not registered within iPro LIVE?

- No, Depots will be permitted to use any sub-contractor who is not registered within iPro LIVE. Unless that sub-contractor is registered they will not be paid.

When will the iPro LIVE system commence?

- All Depots will need to apply iPro LIVE upon its sub-contractors and tow operators effective immediately. A decision will be made by the Group Executive that will determine an effective and final date for any sub-contractor or tow operator to work for and/or on behalf of Scott Group of Companies.
- All sub-contractors and tow operators at this point must be directed to iPro LIVE subscription.
- "Go-Live" commencement date still to be confirmed. Proposed date is 1 February 2015.
- Any sub-contractor or tow operator who has not subscribed by the "Go-Live" date will not be permitted to work for or on behalf of STI until they complete the subscription process.

What do we need to do?

- Any potential sub-contractor or tow operator must be directed to www.iprolive.com.au and register as a new vendor. At this point they will be guided through the process, make payment and become a registered sub-contractor or tow operator. Their drivers must then complete their online induction and receive their ID card.
- Follow the guideline **SGC-SAFETY-GUIDELINE-0043.14 How do I register in iPro LIVE?** This document provided detail on the log-in process and steps to be taken to register.

Where to from here?

- Attached to this Briefing Paper will be directions to the iPro LIVE website and steps for the sub-contractor and tow operators will need to take to accreditation. Further information will be released on actions by drivers to commence induction.
- The iPro LIVE system is designed to be very easy to use. Any problems are to be directed to iPro LIVE or Safety and Compliance Team. Please contact Betty Beales by email at betty.beales@scottstransport.com.au
- Colleagues we all need to ensure that iPro LIVE is implemented across the entire business within any Depot that utilises sub-contractors and/or tow operators. Every effort must be given to ensure iPro LIVE works.
- If the system is introduced and managed appropriately it will support our legal obligations under Chain of Responsibility and provide Scotts with a reasonable steps defence.

Attachment:

1. **SGC-SAFETY-GUIDELINE-0043.14 How do I register in iPro LIVE?**

MANDATORY REQUIREMENTS

Please be advised that to be hired by Scott's Transport Industries Pty Ltd ("**STI**") as a Subcontractor or Tow Operator ("**Subcontractor**"), you will need to supply the following information and fulfil the mandatory requirements **PRIOR** to commencement.

1. Incorporation Certificate

Confirmation that the Subcontractor is an Australian registered Propriety Limited company.

NOTE: Sole Traders or propriety limited companies acting as trustees of a trust are not able to subcontract with STI.

2. ABN Registration Certificate

The Subcontractor must have an Australian Business Number (ABN) and provide a copy of its registered business certificate that contains its ABN.

3. GST Registration

The Subcontractor must be registered for GST and provide proof of this registration. It is not acceptable for any underlying trust to be registered for GST – the propriety limited company must be registered.

4. Workers Compensation Certificate

Provide certificate of currency the Subcontractor has Workers Compensation Insurance or registration in accordance with the relevant State or Territory legislation for each driver, agent or contractor employed, engaged and/or used by the Subcontractor to provide services to STI. The certificate cannot be in the name of a trust or sole trader (refer to point 1 above).

5. Prime Mover and Trailer in Control Insurance

Provide current insurance certificate for Vehicle comprehensive cover and trailer in control comprehensive cover (with dangerous goods coverage extension if applicable) for an amount of not less than the greater of \$100,000 or \$50,000 per trailer, noting the interest of STI as owner in respect of towed STI equipment insurance). Trailer in control comprehensive cover is mandatory for Tow Operators to work with STI.

6. Marine Transit Insurance

Provide current insurance certificate for Marine cargo transit insurance policy providing individual comprehensive/all risk cover for loss of, or damage to, goods in transit for an amount of not less than \$500,000 for any one conveyance, naming STI as a declared customer or interested party.

7. Public Liability Insurance

Provide current insurance certificate for Comprehensive public liability insurance for an amount not less than \$10,000,000.

8. Contractor Compliance Accreditation System (iPro Live)

STI has introduced a mandatory requirement for subcontractors working with STI to be registered and compliant with our Contractor Compliance Accreditation System (iPro Live). Details of the registration process are attached. An annual fee of \$250 for single operators with 4 or less trucks or \$500 for companies with 5 or more trucks must be paid upon registration within iPro Live.

9. Documents to be completed and signed

The Subcontractor will need to read, complete and sign the following documents set out in this information pack:

- (a) Application for payment by Direct Credit;
- (b) Subcontractor Questionnaire; and
- (c) Subcontractor Terms and Conditions (for signing on the last page).

Subcontractors must ensure that, where it changes its details or operating name, it must notify STI and provide amended Insurance Policies and Certificates.

It is a condition of engagement that Subcontractors are to supply hand ratchets (minimum 6) and 34 plastic angles. If required these items are able to be purchased from STI and will be deducted from the first Subcontractor Payment Advice (SPA).

If you have any queries please contact Stephanie Wright on 08 8721 1122 (stephanie.wright@scottstransport.com.au) or Shane Griffiths, STI Insurance Manager, on 08 8230 0401 (shane.griffits@scottstransport.com.au). For assistance in registering on iPro Live call 1300 477 654 during business hours.

Return the completed package of documents to:

Insurance Manager
Scott Group of Companies
PO Box 3135 Melbourne Street
North Adelaide SA 5006

Yours faithfully

Scott's Transport Industries Pty Ltd

iPro LIVE Driver Registration Process



Overview

<p>Purpose</p>	<p>This work procedure will need to be followed when a driver working for a subscribed Sub-Contractor or when a driver is the subscribed Sub-Contractor is required to register within iPro Live.</p>
<p>Scope</p>	<p>Scotts Transport Industries currently use iPro Live Sub-Contractor Management System. This means effectively any Sub-Contractor and/or Tow Operator will need to be registered within iPro LIVE before they will be permitted to work for or on behalf of Scott Group of Companies. Being accredited will mean they have been checked, validated and approved as being safe and legally compliant.</p>
<p>References</p>	<ul style="list-style-type: none"> • Nil
<p>Responsibilities</p>	<ul style="list-style-type: none"> • Depot Managers (or approved staff) must ensure the Vendor accepting the load has registered and certified within iPro LIVE system by checking that Vendor details against the data within iPro LIVE. • Vendors must ensure their Drivers have registered in iPro LIVE and completed the STI Driver Induction and Depot Induction. • Drivers must provide a copy of their driver licence and provide an uploaded passport photo for their ID Card.
<p>Abbreviations</p>	<p>Vendor: Sub-Contractor or Tow Operator Sub-Contractor: Sub-Contractor and/or Tow Operator STI: Scott Transport Industries</p>

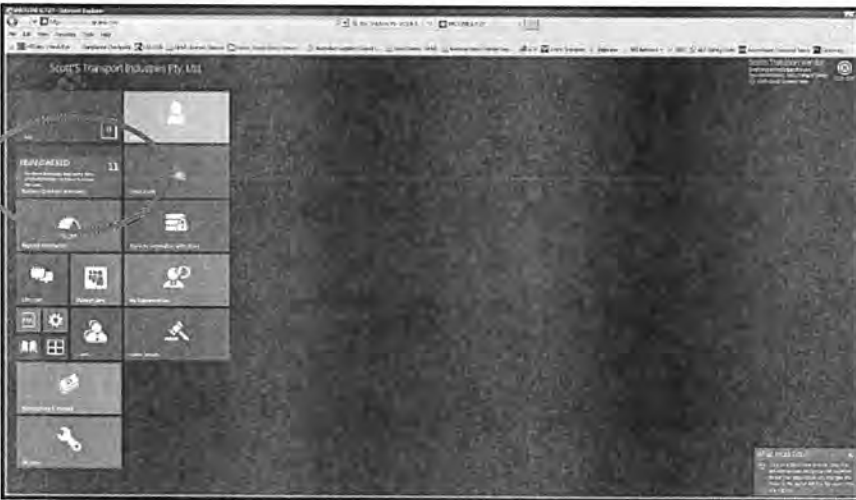
	<p>Registered: Drivers are required to register under the Sub-Contractors subscription and complete inductions prior to being allocated work by STI.</p> <p>Subscribed: Vendor has commenced process to register in iPro Live</p>
--	---

Procedure

1. Log-in

Log into the iPro LIVE System using your dedicated log-in details (Username and password) provided. Once logged into iPro complete the following steps.

2. Driver registering within iPro LIVE System under Sub-Contractor name

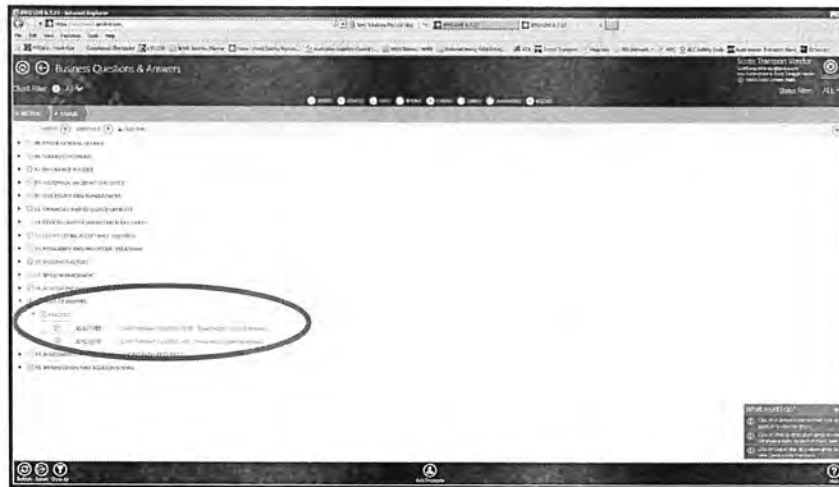
Step	Action	Detail
1	STI Depots need to understand loads for delivery/pick-up	
2	Check that the chosen Vendor has subscribed in iPro Live and the driver being made available to collect the load is appropriately registered and inductions have been completed.	
3	If the task is being allocated to a Sub-Contractor (sub-contractor or tow operator) the Depot must check that Sub-Contractor is subscribed in iPro Live system and the driver is registered and inductions completed.	
4		<p>Log into your iPro LIVE account in the normal way</p> <p>Select your Business Questions and Answers Tile as circled and click on the tile.</p> <p>This is one of the large tiles usually under the Sub-Contractor company name</p> <p>Note: Vendor Search tile may be located in alternate screen position</p>

10



Click on "List of Drivers"

11



Click on the state in which driver is registered

12



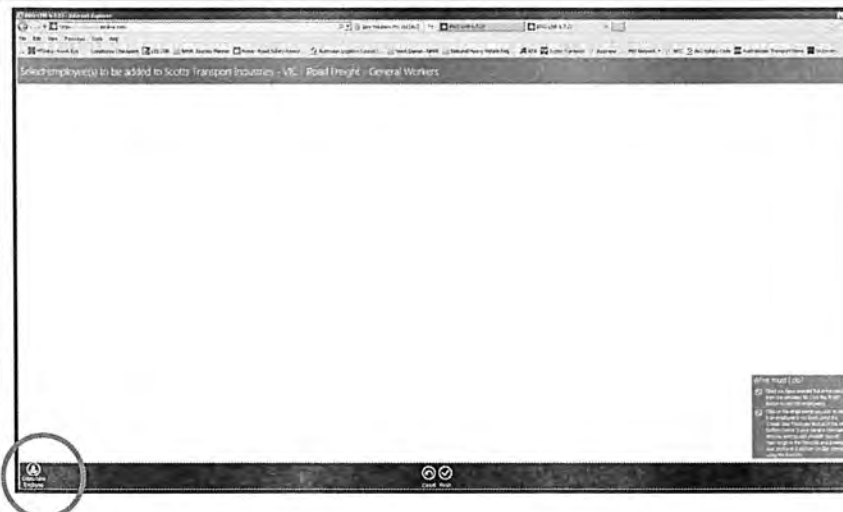
Click on "Show Employees"

13



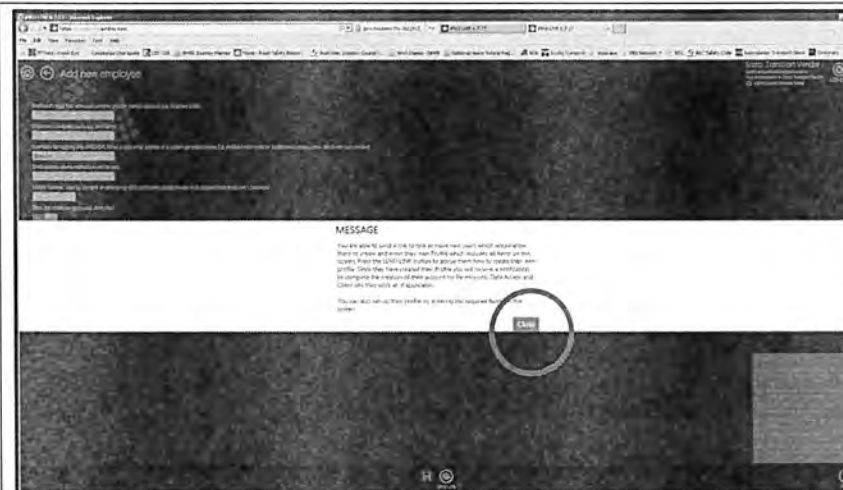
Click on "Add Employee" see circled

14






Click on "Create New Employee"

15



Read Message and click "Close"

<p>16</p>		<p>Make sure you read “What must I do?” at bottom right of the screen.</p> <p>Add the details as requested at top left of screen.</p> <p>Then click “Save” as circled</p> <p>If the question “Does the employee go to other client sites?” appears please click NO</p>
<p>17</p>	<p>Answer the questions and provide copies of documents as requested. These documents will include as follows:</p> <ul style="list-style-type: none"> - Heavy Vehicle Drivers Licence (front and back) - Passport size photo for ID Card <p>Each driver will complete the Driver and Depot Inductions.</p> <p>Note: If these inductions are not completed access to loads and Depots will not be permitted.</p> <p>Note: The Sub-Contractor will be required to remove any driver who leave that organisation.</p> <p>Note: Driver will be required to return their ID Card once they leave the Sub-Contractor organisation.</p>	<p>Once completed save</p>
<p>18</p>		<p>Remember if you need to start again use following symbols.</p>  <p>House symbol takes you main screen</p> <p>Circled Arrow takes you back to last screen</p>

19



3. Additional Instructions

Nil



SUB-CONTRACTOR DRIVER HANDBOOK

The aim of this Sub-Contractor Driver Handbook is to make you aware of your role and responsibilities as a professional Sub-Contractor driver. As a professional Sub-Contractor driver working for the Sub-Contractor engaged by Scott's Transport Industries, you are the face of your organisation. The contents of this handbook will provide you with basic knowledge to perform your very important role.

*Scott's Group of
Companies*



The Sub-Contractor driver's signature that appears below has agreed by signing hereon to abide by the Scott's Transport Industries rules when working for and/or on behalf of Scott's Transport Industries.

The Sub-Contractor Driver Handbook remains the property of Scott's Transport Industries and must be carried by the Sub-Contractor driver at all times. The Sub-Contractor Driver Handbook can be requested at random and must be presented.

This STI Sub-Contractor Driver Handbook has been issued to the following:

Printed Full Name	
Sub-Contractor Company Name	
Date (dd/mm/yyyy)	
Signature	
Version Number	V1 dated 30 March 2015

QA Document Number:

This document contains confidential and proprietary information of Scott's Transport Industries (STI). Any use of this document outside STI without express, prior, written permission from STI is prohibited.

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Section 1

Amendments

The Group Safety and Compliance Manager shall review the **Sub-Contractor Driver Handbook** annually.

Any amendments to the guideline are to be recorded below showing the date of the amendment, what the amendment is and who authorised the amendment.

Last Checked/Updated/Amended			

Changes to the **Sub-Contractor Driver Handbook** are not permitted without direct consent of the Document Controller. The Document Controller for Scotts Transport Industries will be the Group Safety and Compliance Manager.

Note: The number contained in brackets (30) at the base of applicable page indicates the version number for that page.

Section 3

Introduction

Welcome to Scott's Transport Industries.

The aim of this handbook is to provide our Sub-Contractors and their drivers with information that makes them aware of their role and responsibilities.

Scott's Transport Industries is committed to providing innovative and seamless transport solutions for all our customers.

In providing such a diverse and comprehensive service, the company identifies the need to ensure all Sub-Contractor drivers perform their tasks in a safe, legal and responsible manner.

It has been documented that well trained and informed professional drivers represent a lesser risk not only to themselves, but also to other road users. Crash and fatality statistics clearly show the relationship between driver training and heavy vehicle crashes.

To enable our Sub-Contractor drivers to perform their tasks in a safe and legal manner, Scott's Transport Industries is committed to the implementation of programs such as ¹Stop for Safety, Fatigue Management, Mass and Maintenance Management and Load Restraint initiatives.

The Sub-Contractor driver handbook can not cover all situations and/or eventualities that may arise. There will be occasions where the Sub-Contractor driver will need to make an informed decision.

However, nothing in this handbook absolves you or the organisation you represent from applying common sense principle of making safety your first priority in every situation.

Under Compliance and Enforcement Legislation (²Chain of Responsibility) the Sub-Contractor driver will agree to abide by Scott's Transport Industries policies and procedures.

3.1 What is the purpose of this Sub-Contractor Driver Handbook?

Scott's Group of Companies (Scott's) recognises its duty of care under applicable State and/or Territory Compliance and Enforcement Legislation (Chain of Responsibility - CoR) and Work Health and Safety (WHS) Legislation (or Occupational Health and Safety OH&S Legislation) for the management of its Sub-Contractors (includes Sub-Sub-Contractors and Tow Operators). Legislation places several obligations on prime contractors to manage Sub-Contractor activities by providing reasonable steps to ensure compliance.

This handbook has been designed to provide our Sub-Contractors and Sub-Contractor Drivers with a guideline for meeting the minimum standards expected from an approved Sub-Contractor and their drivers.

¹ **Stop for Safety** – When the need to discuss an urgent safety issue, incident or event occurs the entire Depot, site or company can be stood down to discuss that incident, record actions and implement change/s as required.

² **Chain of Responsibility** - Chain of Responsibility means that any person who influences or controls (either directly, indirectly or implied, via any act or omission) the movement of any product on any road transport vehicle, can be held liable under the law for breaches of their obligations. If, in some way, you **control, influence** or are **responsible** for the movement of freight on any road transport vehicle, you are part of the Chain of Responsibility. Chain of Responsibility aims to attribute legal accountability for transport safety to those who influence in the supply chain.

3.3 The iPro LIVE System

Sub-Contractors will need to register in iPro LIVE and complete the on-line induction before each Sub-Contractor driver working for and on behalf of Scott's commences that role.

IPro LIVE® is an end-to-end verification, online compliance and information service that simplify management of Sub-Contractor/supplier information from a central database.

Accessible online, 24/7, the IPro LIVE compliance and verification web portal ensures cases of noncompliance are identified and addressed quickly and efficiently.

All licenses, insurance policies and other legal entities and verifiable information are authenticated online via either third party web services or independently by IPro LIVE and securely shared with associated clients.

3.3.1 So what does this mean?

With the need to be **100% safe and legally compliant 100% of the time**, we need to know that our Sub-Contractors who work for or on our behalf of STI are 100% safe and 100% legal.

Subsequently Scott's Transport Industries (STI) have decided to partner with iPro LIVE and developed a new Sub-Contractor management system called **IPro LIVE**.

Effectively any potential Sub-Contractors will need to subscribe to iPro LIVE, answer questions and provide evidence on specific segments. STI are required by law (Compliance and Enforcement Legislation / Chain of Responsibility) to ensure anyone who works for STI or on behalf of STI are operating safely and operating legally 100% of the time.

3.3.2 What are the benefits of being registered in iPro LIVE?

In order for STI to build strong risk-free partnerships with our valued Sub-Contractors we will use the iPro LIVE System across our business. The iPro LIVE System will assist STI to manage the pre-qualification and engagement information of all Sub-Contractors providing real time management, verification of their policies, procedures, safety systems and "Live Monitoring" of and including the following:

- The ability for all parties to meet the current requirement under Chain of Responsibility (CoR) Legislation.
- Company registration, accreditation and legal information of our Sub-Contractors.
- IPro LIVE removes the requirement for Sub-Contractors to manually verify documentation with each authorising department including making sure that all involved parties are notified of expiry dates and renewal deadlines in a timely manner.
- IPro LIVE will identify who and where training will need to be provided by STI.
- Professional indemnity insurance verification.
- Provide STI with certificates of competency.
- Sub-Contractors will need to provide their WHS capabilities and documentation.
- Sub-Contractors and their employees will be requested by STI to acknowledge terms, conditions, policies, procedures, certificates, licences or receive safety alerts including regular Toolbox alerts.

- The iPro Solutions support team are available to provide guidance between 8.00am to 5.00pm weekdays on **1300 477 654**.

3.3.5 Will this accreditation cost me anything?

There will be a small annual fee to all Sub-Contractors payable to iPro LIVE upon which a formal process of accreditation, training and automatic acceptance by STI will ensure that all CoR and statutory legislation criteria are valid at all times.

3.3.6 When will the subscription fee need to be paid?

That subscription fee is payable in advance by the Sub-Contractor before they commence the accreditation subscription.

3.3.9 What is provided by the annual subscription cost?

- On-going customer service support
- On-line management of insurances, certificates and other relevant documents
- Priority access to STI "jobs" if and when available
- Automated reminder services
- Centralised storage of data
- Access to other iPro LIVE clients (other transport companies) without the need to pay the full annual subscription again
- Ensure compliance is maintained throughout the year no matter how many changes you make to your business

3.3.10 Will Sub-Contractor drivers need to complete an induction?

Yes, all Sub-Contractors that have been "Verified" will require their Sub-Contractor drivers to complete an on-line Sub-Contractor driver induction.

- All Sub-Contractors and their employees can access the induction by logging in to their **IPRO LIVE** account after they have successfully registered and clicking on "**Undertake Induction**".
- Once the induction assessment has been successfully completed by the employee it will form part of their overall accreditation compliance.

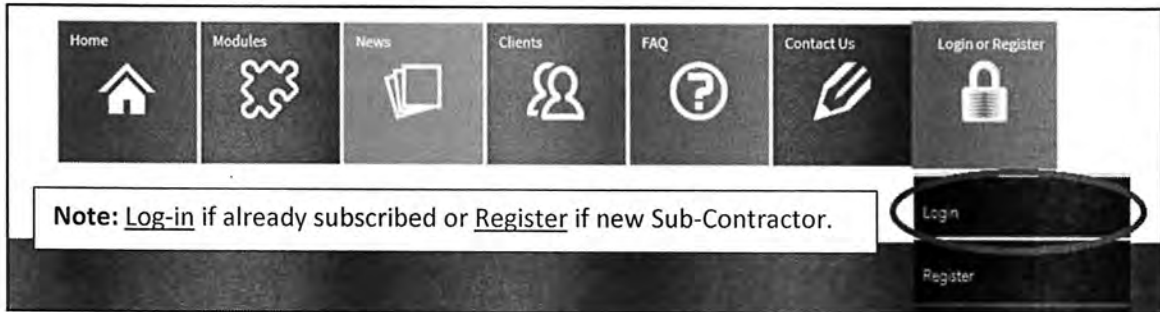
3.3.11 When will the iPro LIVE system commence?

- The iPro Live System will become live as at 1 March 2015. This means any Sub-Contractor who has not subscribed cannot be employed by Scott's Transport Industries.
- If sub-Sub-Contractors and tow operators have commenced the subscription process by 14 April 2015 there will be 1 month amnesty applied to allow the Sub-Contractors to complete that subscription.

3.3.12 As a Sub-Contractor, what do we need to do?

- Sub-Contractors must subscribe at www.iprolive.com.au and register as a new vendor. At this point you will be guided through the process, make payment and become a registered Sub-Contractor.

3.3.17 Logging into iPro LIVE System



STI Tankers - Milperra Sydney Depot NSW	(02) 9773 1843
Safety and Compliance Officer	0409 831 857
Depot Manager	0428 956 934
Big W - Hoxton Park NSW	(02)8733 8098
Safety and Compliance Officer	0409 831 857
Operations Manager - Hoxton Park	0408 570 581
STI General – Rocklea Brisbane Depot QLD	(07) 3277 3606
Safety and Compliance Officer	0418 874 771
Depot Manager	0417 882 573
Big W – Monarto SA	(08) 8534 4044
Safety and Compliance Officer	0407 277 078
Operations Manager - Hoxton Park	0408 570 581
STI Tankers – Rocklea Brisbane Depot QLD	
Safety and Compliance Officer	0418 874 771
Depot Manager	0418 613 936
Other Important Numbers	
Beaurepaires 	1800 10 60 40

5.1.4 Drive Defensively⁵

- Always drive professionally and drive defensively

5.1.5 Reputation

- Never engage in idle talk relating to the Company you represent or its customers.
- Never discuss a customer's freight or movements with other companies or other Sub-Contractor drivers.

5.1.6 Operational Issues

- Keep any negative opinions about your Company in the Depot- don't air them on the street or over the two way radio.
- Words or actions hostile to the Company are harmful to you. If you have a problem, communicate with your management.

5.1.7 Personality

- Never forget that without a customer, you don't have a job.

5.1.8 Conduct

- Sub-Contractor drivers away from home, including at Company Depots, local Sub-Contractor drivers and all other Sub-Contractor drivers are expected to conduct themselves decently at all times, whether on duty or not.

⁵ **Driving Defensively** as "driving to save lives, time, and money, in spite of the conditions around you and the actions of others". This definition is taken from the National Safety Council's Defensive Driving Course.

Section 7

The Professional Sub-Contractor driver

7.1 What is a Professional Sub-Contractor driver?

- As a Sub-Contractor driver engaged by Scotts Transport Industries to perform a task.
- The public identify our colour scheme and our equipment with professionalism, therefore the reputation of the Sub-Contractor drivers depends largely on your actions and your courtesy to other road users.
- Remember - when you are behind the wheel of a truck you represent your Company - the impression you leave will be remembered by people whether good or bad.
- We expect Sub-Contractor drivers to be courteous above the average and to respect the rights and feelings of other road users.
- Our expectation of a professional Sub-Contractor driver is that he will always:
 - Dim his lights to oncoming traffic and when following other vehicles.
 - Not crowd other traffic.
 - Use his horn only as a warning.
 - Avoid using his engine brake in built-up areas.
 - Respect the rights of pedestrians.
 - Acknowledge courteous acts of others.
 - Avoid sudden stops.
 - Do his best to drive defensively.
- Good driving results from a combination of knowledge skills and attitudes.
- Defensive driving calls on them all but particularly on the Sub-Contractor driver's attitude.
- Courtesy and safety go hand in hand in building good public relations.

Safety Policy

At Scott Group of Companies we will provide and maintain so far as is reasonably practical a safe working environment, safe systems of work, equipment and materials in a safe condition, to protect workers, contractors and customers against risk to health or safety arising from their work activities.

All persons in the workplace are expected to take all practical measures to ensure a safe and healthy working environment in keeping with the following defined responsibilities.

All persons are expected to contribute to consultation, including through our Safety and Compliance Officers (SCO's), Health and Safety Representatives (HSR's) and Work Health and Safety (WHS) Committees.

Our target is **Zero Harm**.

Our Safety Commitment

To achieve our target of Zero Harm, the Scott Group of Companies has developed safe working practices, through a risk management approach, to ensure compliance with applicable laws, regulations and obligations.

Our Actions

To achieve zero harm we will:

- Define, establish, monitor and review our Health Safety and Environmental Management System (HSEMS)
- Consult with our workers and contractors when making decisions or proposing changes to our HSEMS
- Comply with our regulatory obligations and applicable industry standards
- Application of a systematic approach to identifying, assessing and controlling workplace hazards and risks
- Involve our people in developing risk solutions
- Facilitating continuous improvement through periodic review of objectives and performance measures, systems, practices and procedures to ensure their continual effectiveness and relevance
- Encourage a strong incident reporting culture
- Hold our people accountable for their actions and behaviours
- Take responsibility for safety by developing a consultative approach with our customers and the communities in which we function
- Celebrate our milestones and reward safety achievements within our business

While at work, all workers – irrespective of their position – will:

- Take reasonable care to ensure positive health and safety procedures are implemented at all times
- Identify and support measures to eliminate or minimise unsafe practices and conditions
- Assume personal responsibility for their own safety and for those of other work colleagues by always operating in a safe and appropriate manner.

Darren Williams
Chief Executive Officer
10 September 2014

Issued by: Group Safety and Compliance Manager
Issued on: 10 September 2014
Next Review: 10 September 2016

Safety and Compliance

Page 1 of 1

This document in printed form is an UNCONTROLLED document.

Issued by: Group Safety and Compliance Manager
Issued on: 30 March 2015
Next Review: 30 March 2017

Safety and Compliance

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This document in printed form is an UNCONTROLLED document.

9.2 Drugs and Alcohol

- Always report to work "fit for duty" (see Section 9, para 9.1)
- Never consume alcohol or take drugs during work hours. Sub-Contractor drivers of heavy vehicles must have zero levels (0.00%) of alcohol and/or drugs in their blood whilst operating these vehicles.
- Never drive whilst taking medication. Sub-Contractor driver should check with their Doctor to ascertain whether any medication issued will affect their driving ability.


9.3 Passengers

- Never carry passengers without written consent from the Sub-Contractor.
- Never pick up Hitch-Hikers. Picking up hitch-hikers is not permitted under any circumstances.

9.4 Customer Relations

At Scott's we strongly believe in Safety, Service, and Performance.

We will always operate in a safe manner, provide exceptional service and consistently perform to exceed our client's expectations. As a Scotts' Sub-Contractor we expect you to operate in the same manner.

- Always remember at Scott's we strongly believe in Safety, Service, and Performance.
- Always operate in a safe manner, provide exceptional service and consistently perform to exceed our client's expectations.
- Never will any Sub-Contractor driver engage in aggressive, argumentative or disruptive behaviour towards any Scott's staff member and Scott's customer. Such behaviour will result in the immediate termination of your services.
-  If at any time an issue arises, you will contact your Scott's Representative immediately for further instruction.

9.5 Smoking

- Never smoke within the workplace, all STI Depots are smoke free workplaces.
- Only smoke in approved Depot smoking areas.

9.6 Traveling in Convoy

- Never travel in convoy. Travelling in convoy is banned under Heavy National Driving Laws; it is dangerous and discourteous to other road users.

9.10 Out of Gear Operation (Angel Gear)

- ⊗ Never engage "Angle Gear" on down grades.

9.11 Tampering with equipment

- ⊗ Never tamper with any STI equipment Including but not limited to STI trailers and forklifts.

9.12 Parking (see para 9.22 Security)

- ⊗ Never park STI Fleet painted equipment (if towing STI equipment) outside a hotel or licensed premises - it is a bad image for you and STI.
- ⊙ Always remember that all Sub-Contractor drivers transporting dangerous goods must comply with the parking requirements detailed in the Australian Dangerous Goods Code.



9.13 Personal Protective Equipment

Sub-Contractor Drivers must wear approved personal protective equipment when on STI property. As a minimum you are required to wear, at all times, a hi-visibility vest, steel cap shoes, and shirt.

- ⊗ Never wear singlet tops (including fluoro singlets), open shoes (thongs, sandals) whilst working on STI property.
- ⊙ Always wear a Hi-Vis Fluoro Safety Vest in STI Operational areas and when on Customer Sites. Hi-Vis Fluoro Safety Vests must be worn correctly.
- ⊙ Always wear approved safety boots whilst in operational areas and when on Customer Sites. Safety Boots/shoes must be worn correctly.

9.14 Road use

- ⊙ Always drive in a safe manner and obey road rules at all times.

9.15 Equipment

- ⊗ Never modify equipment (if towing STI equipment). Sub-Contractor drivers are never permitted to adjust or modify any STI owned equipment.

9.19 Personal Appearance

- ① Always wear clean clothes or Sub-Contractor uniform. Sub-Contractor drivers must be presentable at all times. When dealing with our customer your appearance influences the image of yours and our Company.

In presenting an image:

- ① Always be neat, clean and if wearing a beard or moustache these must be neatly trimmed.
- ① Always wear customer safety equipment as required.
- ⊗ Never wear thongs. Thongs are unacceptable footwear for Sub-Contractor drivers (including tow operators or Sub-Contractors).

9.20 Visitors, Children and Animals

- ⊗ Never allow visitors, children or animals on Company premises with the specific approval of the applicable STI General Manager.

9.21 Routes

- ① Always travel on the nominated routes and don't deviate from these unless approved by the Sub-Contractor (owner) or in the event of an emergency i.e. when a traffic incident occurs and you are directed by Police to take an alternate route.

9.22 Security

- Should you arrive at your destination after hours or during a weekend so that delivery cannot take place until the following day, loaded STI trailers must be parked in a secure area pending delivery to the customer.
- ⊗ Never leave loaded trailers to be left parked and unattended in non-secured areas.
- If the relevant depot is locked when you arrive, access could be gained by contacting the Depot Manager/Supervisor.
- Petrol stations are not secure areas.
- Any STI trailer found left at a petrol station will result in the immediate termination of your services.
- If there any concerns regarding the above, ensure you contact STI staff prior to the trailers being left unattended.
- ⊗ Never leave ignition keys in the ignition of unattended vehicles.



9.26 Fuel

Sub-Contractors and your drivers have the option of purchasing fuel from the following Scott's depots;

- Adelaide
- Melbourne
- Mount Gambier
- Brisbane
- Sydney

All fuel purchases will be automatically deducted from the SPA. This cost is GST inclusive and clearly listed on the SPA.

It is the Sub-Contractor driver's responsibility to accurately detail the amount of fuel purchased. Any discrepancy will be automatically corrected by a Scott's representative and recorded. Continual misrepresentation of the amount of fuel purchased will result in the termination of your services.

9.27 In-Vehicle Monitoring System (Telematics)

- Under the "telematics" umbrella is the integration of Global Positioning System (GPS) technology and computers and mobile devices. Telematics or IVMS will let you know when a vehicle is started up and shut down, as well as its idling status, location and speed. This information gives you complete, up-to-the-minute knowledge of your fleet activities in one centralized, web-based interface.
- STI expects all Sub-Contractors to use an IVMS or smartphone application that allows for regular downloads on all vehicles involved with work for or on behalf of Scott's.

9.28 Heavy Vehicle Speed Management

- ⓧ Never speed under any circumstances. Speeding is illegal and unsafe.
- ⓧ Always ensure you drive under the posted local speed limit.

Speeding - which encompasses *excessive speed* (i.e. driving above the speed limits) or *inappropriate speed* (driving too fast for the prevailing conditions, but within the limits) – is dangerous. As well as being a causation factor in around one third of fatal accidents, speed is an aggravating factor in the severity of all accidents.

- **Scott's does not condone speeding under any circumstances.** Under no circumstances are Sub-Contractor drivers to exceed the local posted speed limits.
- **Sub-Contractor drivers are expected to control the speed of their vehicle at all times.**
- Scott's Transport Industries is committed to safe driving and compliance with current legislation and all road rules.
- This information can and will be required to be produced in the event of a motor vehicle incident or in cases where Sub-Contractor drivers are stopped for traffic infringements.

9.32 Training

All Sub-Contractor drivers will receive “on-line” toolbox and information sessions through iPro LIVE.

9.33 Vehicle Cleanliness

- Always keep your vehicle clean inside and out.

9.34 Fines, Penalties and Infringements

All traffic breaches, parking, red light and speeding fines (Infringements) are the responsibility of the individual driver to pay; any penalties incurred will not be paid by Scott's Transport Industries.

9.35 Paperwork and other documents

At Scott's it's of a vital importance that all Sub-Contractor drivers understand the various requirements for both Scott's and the customer's paperwork.

- On every occasion you are required to return either a signed Scott's Transport consignment note or a customer generated consignment note (sometimes both)
- Thorough understanding of the pallet procedures for each and every load with correct documentation returned.
- A signed Scott's manifest is also required paying particular attention to signing the Sub-Contractor driver acknowledgement of the fatigue plan.
- Once completed the paperwork is to be handed in to the receiving depot upon where it will be checked that it is correct before signing off.
- It is advisable for all Sub-Contractor drivers to keep a diary to record relevant load information and also record that paperwork has been checked and handed in.
- All journeys that require a safe journey plan (SJP) will be provided to the Sub-Contractor driver for that task. The Sub-Contractor driver is required to complete the SJP as part of that journey and hand into the destination Depot.

9.38 Returning to Scott's depot

Once you have safely returned to the Scott's Depot you must contact the operations staff and return:

- Your load paperwork
- Work Diary pages (or copy of the applicable Work Dairy page) at the completion of the task
- Completed Safe Journey Plan (SJP) with any amendments noted
- Report any defects for the STI trailers or any traffic breach incurred which may affect the Scott's company equipment. Failure to report any defects or traffic breaches will result in the immediate termination of your services.

9.39 Post Trip Procedures

During your trip we expect all Sub-Contractor drivers to be in communication with their STI representative.

By 08:00am you must contact the receiving depot and provide details of your progress. If you are on a multi-trip journey, i.e. Melbourne to Brisbane, please call between office hours 08:00 - 16:00.

Please provide the receiving depot with the following details:

- Are you still in transit?
- Have you arrived safely and are waiting to be unloaded?
- In the process of unloading and/or have unloaded.

Once you are unloaded contact your STI representative to advise of current location and await further instruction. At this point in time please communicate any issues that may have occurred and if there are any other factors that may affect further tasks, such as remaining Sub-Contractor driver hours.

9.40 Weigh Bridge

- Where a load is to be weighed a STI Representative will advise if this is required at the time of loading or at the receiving end. We will advise the closet weighbridge.
- If there is any doubt about the weight of the load, legal restrictions please contact your STI representative immediately.
- **X** Never overload any vehicle. STI will not be liable for any over loading fines.

Section 10

Fatigue Management

10.1 Fatigue Management

As an approved driver you must ensure that you are legally compliant with Heavy Vehicle Driver Fatigue laws. The following is a brief over view of Basic Fatigue Management, Standard Hours and what you as a driver are expected to do.

10.2 Standard Hours Explained

The Standard Hours option will suit most businesses. It sets default limits for work, rest and basic record keeping. If you need more flexible hours, you can consider applying for Basic Fatigue Management or Advance Fatigue Management.

10.3 Standard Hours-Solo Driver

Time	Work	Rest
In any period of..	A Sub-Contractor driver must not work for more than a MAXIMUM of...	And must have the rest of that period off work with at least a MINIMUM rest break of...
5 ½ hours	5 ¼ hours' work time	15 continuous minutes rest time
8 hours	7 ½ hours' work time	30 minutes rest time in blocks of 15 continuous minutes
11 hours	10 hours' work time	60 minutes rest time in blocks of 15 continuous minutes
24 hours	12 hours' work time	7 continuous hours stationary rest time
7 days	72 hours' work time	24 continuous hours stationary rest time
14 days	144 hours' work time	2x night rest breaks and 2x night rest breaks taken on consecutive days.

- * Stationary rest time is the time a Sub-Contractor driver spends out of a regulated heavy vehicle or in an approved sleeper berth of a stationary regulated heavy vehicle.
- * Night rest breaks are 7 continuous hours stationary rest time taken between the hours of 10pm on a day and 08am on the next day (using the time zone of the base of the Sub-Contractor driver) or a 24 continuous hour stationary reset break.

10.8 Basic Fatigue Management

Time	Work	Rest
In any period of....	A Sub-Contractor driver must not work for more than a MAXIMUM of....	And must have the rest of that period off work with at least a MINIMUM rest break of...
6 ¼ hours	6 hours' work time	15 continuous minutes rest time
9 hours	8 ½ hours' work time	30 minutes rest time in blocks of 15 continuous minutes
12 hours	11 hours' work time	60 minutes rest time in blocks of 15 continuous minutes
24 hours	14 hours' work time	7 continuous hours stationary rest time
7 days	36 hours long/work time	
14 days	144 hours' work time	24 continuous hours stationary rest time taken after no more than 84 hours work time and 24 continuous hours stationary rest time and 2x night rest breaks and 2x night rest breaks taken on consecutive days

- * Stationary rest time is the time a Sub-Contractor driver spends out of a regulated heavy vehicle or in an approved sleeper berth of a stationary regulated heavy vehicle.
- * Long/night work time is any work time in excess of 12 hours in a 24 hour period or any work time between midnight and 6am.
- * Night rest breaks are 7 continuous hours stationary rest time taken between the hours of 10pm on a day and 08am on the next day (using the time zone of the base of the Sub-Contractor driver) or a 24 continuous hour stationary reset break.

10.9 Combining Long Shifts and Night Work

The **36 Hour Rule** is a term used to assist Sub-Contractor drivers in managing the risk of working long hours in combination with night shifts. A night hour is an hour worked between midnight and 6am. This time is also counted in 15 minute periods. A long hour is any hour worked above 12 hours in 24 hours.

For further information on Fatigue Management visit www.ntc.gov.au

Section 11

Safe Journey Plans

11.1 Introduction

An example Safe Journey Plan (SJP) - **Annex B** sets out the legislative requirements under Road Safety Remuneration Tribunal Order dated Dec 2013 on how a transport company schedule trips, and assists in addressing the risks of fatigue arising from the transport of freight long distance by means of a heavy truck.

Once an organisation's SJP is prepared, it is important to ensure that the control measures put in place actually reduce the risk of Sub-Contractor driver fatigue.

Sub-Contractor driver activities are to be monitored against the SJP, ensuring that they remain consistent with the plan's objective in addressing the concerns relating to the risks of fatigue arising from long distance road transport operations.

Sub-Contractor drivers and Management both have obligations to manage fatigue and these documents should to be reviewed and managed in a consultative manner by both.

Under the Road Safety Remuneration Tribunal Order, Sub-Contractor drivers are required to use the SJP and ensure it is filled in correctly.

11.2 Scope

Sub-Contractor driver fatigue is a serious issue affecting the road transport industry and these documents are not only a formal Legal document, but also a documented communication tool between Sub-Contractor drivers and management.

Long Distance Travel	Long distance travel means any single journey or series of journeys in a vehicle in any one shift of more than 500 kilometres (including the distances travelled in delivering freight and the distances travelled after the delivery of freight).
Interstate Operation	Interstate operation means an operation involving a vehicle moving livestock or materials whether in a raw or manufactured state from a principal point of commencement in one State or Territory to a principal point of destination in another State or Territory. Provided that to be an interstate operation the distance involved must exceed 200 kilometres, for any single journey. An area within a radius of 32 kilometres from the GPO of a capital city will be deemed to be the capital city.

11.3 Safe Journey Plan Instructions

Instructions on the use of the STI Safe Journey Plan are detailed within SGC-SAFETY-GUIDELINE-0030.14 Safe Journey Plan Guideline v2 and can be requested from the Depot Manager or STI representative.


Section 12

Annexures

Title	Annexure
Vehicle Fault Report (VFR)	A
Safe Journey Plan (SJP)	B
Vehicle Pre-Trip Safety Inspection	C

Annex B

Safe Journey Plan – Example Only



SAFE JOURNEY PLAN (SJP) v3

To be Completed by Driver & Supervisor

SJP Prepared by <small>(name of employer or hire)</small>	Address of employer or hire																	
Trip Start Location	Trip Destination																	
Contractor's Name	Driver's Name																	
Driver's License Number	License Class	Expiry Date																
Vehicle Type B-Double <input type="checkbox"/> Single <input type="checkbox"/> Other <input type="checkbox"/>	Motor vehicle OPB tracked Yes/No <input type="checkbox"/>	Trailers Rego <input type="checkbox"/>																
Registration /Fleet Number(s)	AFM or other <input type="checkbox"/>	AFM or other <input type="checkbox"/>																
Driving Hours Scheme SH <input type="checkbox"/> BFM <input type="checkbox"/>	AFM or other <input type="checkbox"/>																	
At the time of commencing this task state how many hours are available to you in the next 24 hours before you need to take a long break, i.e. min 7 hours		Vehicle Identification (make and model)																
Driver's Task Description of driving & non driving work, anticipated route, all pick-up and delivery locations and estimate of times for this part of the task	Work (H:MM) <input type="text"/>	Night Hrs:mins <input type="text"/>																
Estimate of Average Driving Speed <input type="text"/>	Recent night hours available if BFM or AFM <input type="text"/>	Calls Check <input type="checkbox"/>																
Working Space <input type="text"/>	Estimate of Rolling Time - Note implications if the driver operating under SH i.e. max 12 hours' work in 24	Hrs:mins <input type="text"/>																
<p>Use this space to record a route plan, identify anticipated problems and discuss the trip with the driver and supervisor.</p>	Other Work Time E.g. Loading / Safety Checks <input type="text"/>	<table style="width: 100%;"> <tr> <td>Total Work</td> <td><input type="text"/></td> <td>+</td> <td><input type="text"/></td> </tr> <tr> <td>Mandatory Minimum Short Rest Breaks (Total)</td> <td><input type="text"/></td> <td>+</td> <td><input type="text"/></td> </tr> <tr> <td>Mandatory Minimum Long Rest Breaks (Total) and any discretionary rest</td> <td><input type="text"/></td> <td>+</td> <td><input type="text"/></td> </tr> <tr> <td>Estimate of Trip Time</td> <td><input type="text"/></td> <td>=</td> <td><input type="text"/></td> </tr> </table>	Total Work	<input type="text"/>	+	<input type="text"/>	Mandatory Minimum Short Rest Breaks (Total)	<input type="text"/>	+	<input type="text"/>	Mandatory Minimum Long Rest Breaks (Total) and any discretionary rest	<input type="text"/>	+	<input type="text"/>	Estimate of Trip Time	<input type="text"/>	=	<input type="text"/>
	Total Work		<input type="text"/>	+	<input type="text"/>													
	Mandatory Minimum Short Rest Breaks (Total)		<input type="text"/>	+	<input type="text"/>													
	Mandatory Minimum Long Rest Breaks (Total) and any discretionary rest		<input type="text"/>	+	<input type="text"/>													
	Estimate of Trip Time		<input type="text"/>	=	<input type="text"/>													
Departure Time and Date <input type="text"/> OR <input type="text"/> Day <input type="text"/>	Date <input type="text"/>																	
ETA based on above information Time <input type="text"/> OR <input type="text"/> Day <input type="text"/>	Date <input type="text"/>																	
Note: An ETA is an ESTIMATED time of arrival and is not binding on the driver. Any delays that will alter the ETA will be notified to the receiving branch																		
Comments e.g. Agreed ETA? <input type="text"/>																		
All unexpected delays must be reported at first opportunity to <input type="text"/>																		
DRIVER DECLARATION (see signature)																		
<ol style="list-style-type: none"> My work diary has been completed in accordance with legislation and a copy can be made available on request. If this task takes me past 24 hours, I will take into account what work time is available before a mandatory 24 hour rest period is required. My previous duties were completed in accordance with legislation, I have taken required rest breaks & I am competent and fit to perform this trip (road transport service) as per the plan in a safe and legal manner taking into account all known identified risks including but not limited to weather, environment and physical conditions e.g. the roads & infrastructure etc. I have been given a route assessment (if required) with suitable rest areas indicated or I am familiar with the task and I am aware of suitable rest areas. Any additional risks associated with driving at night have been taken into account and I acknowledge that I should stop and take additional rest if fatigued. All necessary paperwork has been submitted and a Vehicle Pre-Trip Safety Inspection completed including a Vehicle Fault Report (VFR). My driver's licence is current and appropriate for the task. 																		
Driver's Signature <input type="text"/>	Supervisor's Signature <input type="text"/>																	
Print Name <input type="text"/>	Print Name <input type="text"/>																	
Pre-Trip Safety Inspection Done? <input type="checkbox"/> Paperwork submitted <input type="checkbox"/>																		
For advice on fatigue refer to NTG 'Guidelines For Managing Heavy Vehicle Driver Fatigue' website: http://www.ntg.gov.au/Files/ntg/Guidelines_Fatigue_August17.pdf																		
Group Safety and Compliance Manager Contact: 560620-4 Fax: 560620-5 Version: 3																		

Driver Recruitment Test Drive Checklist

Name		Date of Birth			
Licence Number	Expiry Date	Endorsement			
Address			Postcode		
Depot			Suburb		
Assessor Name			Date		
Vehicle Type (tick)	Synchromesh <input type="checkbox"/>	Non Synchromesh <input type="checkbox"/>	Automatic <input type="checkbox"/>		
Restrictions on Driver Licence	Yes <input type="checkbox"/> No <input type="checkbox"/>	Description			
<ul style="list-style-type: none"> • By signing the candidate agrees that he/she is not fatigued and fit for duty? • That the candidate has not consumed any drugs and or alcohol that would impair their driving ability? • That the candidate has been briefed and agrees to comply with all relevant National Heavy Vehicle Laws? • The candidate agrees all information provide above is true? 					
Assessors Comments					
<p>N/A = Not Applicable C = Competent NYC = Not Yet Competent</p> <p>BEFORE THE DRIVE, THE TRAINER MUST EXPLAIN THE CONTROLS, ENGINE AND GEARBOX OF THE SPECIFIC VEHICLE TO BE DRIVEN</p>					
Driver Signature (Driver familiarised with vehicle)					
SECTION	ASSESSMENT CRITERIA	N/A	C	NYC	COMMENTS
	CONVERSATION/PRE-TRIP	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
1	Driving experience - trucks/tankers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
2	Check of truck/trailer before moving	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
3	Cab entry (3 point entry/exit)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
4	Understanding of the Air system / brake check	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	DRIVING	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
5	Wears seat belt correctly?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
6	Moving off	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
7	Observation - anticipation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	- planning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
9	Checks Mirrors - near side	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	- off side	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
10	Signals correctly - timing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	- application/use	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

SECTION	ASSESSMENT	N/A	C	NYC	COMMENTS
11	Positioning - junction	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	- corners	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	- lane discipline	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	- roundabouts	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
12	Steering technique	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
13	Cornering - left/right hand	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	- trailer cut in	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
14	Passing/overtaking	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
15	Following other - distance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
16	Pedestrian consideration	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
17	Brakes application/use	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
18	Clutch control	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
19	Gears - progressive shifting	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	- changing down gears	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
20	Acceleration sense overall	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
21	Speed - within legal limits	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	- speed for conditions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
22	Road signs observation/obey	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
23	Stopping - smoothness	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	- positioning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	VEHICLE MANEUVERING	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
25	Accuracy	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
26	Observation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
27	Reversing (practical / theory)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
28		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
29	Coupling/uncoupling (if applicable)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Overall Result		C	<input type="checkbox"/>	NYC	<input type="checkbox"/>

Assessor First Name		Assessor Signature	
Assessor Surname		Date	

Candidate First Name		Candidate Signature	
Candidate Surname		Date	

Note: By signing, the potential candidate agrees that he/she acknowledges the rating and comments made by the Assessor.

DISCLAIMER - Ratings are based on observations made at the time of the assessment(s)

From: Scotts IPro Notifications
Sent: Wednesday, 10 February 2016 2:48 PM
To: Tim McConnell
Subject: iPro Live Driver Registration and Competency

Dear Sub-Contractor (including Tow Operators)

Scotts Transport Industries (STI) will be introducing several mandatory changes to its engagement process of Sub-Contractors (including Tow Operators).

Effective immediately all Sub-Contractors will be required to submit to the following changes or be removed from iPro Live, effectively this means you will not be working for STI.

Under Chain of Responsibility we are responsible for ensuring any Sub-Contractor engaged by STI are operating legally, drivers are appropriately trained/qualified and their equipment is serviced and maintained according to the Australian Vehicles Standards/Design Rules and manufacturer specifications to the best of our abilities through evidence or reasonable enquiry.

Driver Registration and Qualifications

Your drivers must be registered in our iPro Live system under your iPro Live subscription. The Sub-Contractor must ensure their driver details are current and correct at all times.

Under the Scotts Transport Industries Terms and Conditions, all of your drivers must be registered, provide the relevant documents upon request (i.e. Driver Licence) and complete our on-line Depot/Company/Customer Induction outlined in iPro Live.

Due to current driver licence training and assessment deficiencies in some states, Scotts Transport Industries will immediately require all sub-contractors to provide a certified document issued by a competent and legal **Registered Training Organisation (RTO)** that states your MC licenced drivers registered in iPro can competently complete the following actions:

- Drive a B-Double
- Reverse a B-Double
- Un-couple and couple a B-Double

Just holding the appropriate licence is not sufficient, Scotts Transport Industries require's your drivers to be registered in iPro Live and provide the certified document of competency by no later **1 March 2016**.

Sub-Contractor drivers must also hold a valid and current iCard issued by iPro Live. That iCard will be required upon request, before any load is issued at an STI Depot and/or scanned into iCard scanners located at the Depot (if installed).

Failure to provide an iCard as per the above will see that driver not issued a load. If you need further information on iCards contact iPro Live Administration.

Vehicles

All Sub-Contractors will be required to provide a copy of each vehicle/s servicing and maintenance documentation as at the last service. This information will be provided to STI on request.

Every Sub-Contractor vehicle that enters an STI Depot can be selected at random and inspected, with this inspection outcome documented. The inspection will be a visual based on the visual condition of that vehicle or vehicles similar to a STI Pre-Trip Safety Inspection.

STI will be adding these changes to iPro Live in coming weeks, this means a couple more criteria will be added to iPro Live for you to respond. Our apologies for that inconvenience.

Failure to provide the above documentary information will see your company as a Sub-Contractor (including Tow Operators) working for Scotts Transport Industries being suspended immediately.

Send the certified document/s and information to:

iPro Live Administration
33-45 Fitzgerald Road
Laverton North VIC 3026

If you require any further information please phone: 03 83459400 (Mon-Fri 9.00am - 5.00pm)

Your sincerely,

Shane Falkiner
Group Safety and Compliance Manager

From: Shane Falkiner
Sent: Wednesday, 24 February 2016 1:23 PM
To: Shane Falkiner
Subject: Request for Information

Sub-Contractors,

Scotts Transport Industries must ensure our Sub-Contractor drivers working on behalf of our company have the appropriate legal obligations in place.

These obligations for drivers can include but are not limited to valid and current heavy vehicle driver licence for that vehicle type, and if a non Permanent Australian Resident a current passport and appropriate visa allowing that driver to operate a heavy vehicle etc.

Scotts Transport Industries requires a certified photocopy of the following documents for any driver that is **not an Australian Permanent Resident** (Australian Residency and/or Citizenship):

1. Passport – ID page with photo and name (current or expired within last two years, not cancelled)
2. Current Visa and type i.e. visitor, 457, student etc.
3. Birth Certificate (not an extract)

Shortly the iPro Live System will be updated and request that these documents are uploaded into the system as part of the registration process for drivers.

For now any driver who is a **not an Australian Permanent Resident** you will be required to provide the above information for each affected driver before the **1 March 2016**.

I remind all Sub-Contractors that a **heavy vehicle driver** (including B-Double) is not on the Skilled Occupation List under 457 Visa – Migration Regulations.

Please email applicable certified copies to this address or mail to iPro System Admin, 33 Fitzgerald Road, Laverton North Vic 3026.

Regards,

Shane Falkiner

Group Safety and Compliance Manager



33 – 45 Fitzgerald Road
Laverton North
Victoria

Mobile: +61 439610530

Office: 03 83459401

Email: shane.falkiner@scottstransport.com.au

RSB:SND

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REVISED

IN THE DISTRICT COURT
OF NEW SOUTH WALES
CRIMINAL JURISDICTION

JUDGE MAIDEN

FRIDAY 3 OCTOBER 2014

2012/00172544 - R v Raymond Walter SCOTT**2012/00176663 - R v Scott's Transport Industries Pty Limited****JUDGMENT**

HIS HONOUR: This is a matter that comes before this Court by way of appeal and from his Honour Magistrate Babb who was asked to sentence the two appellants, Scott's Transport Industries Pty Ltd hereinafter referred to as STI and a director of that company, Mr Ronald Scott. The learned magistrate imposed penalties on the company in respect of \$1,158,700 and in respect of Mr Scott an amount of \$85,800. There was a third defendant before the learned magistrate, namely Mr Anderson who has not appealed.

STI is a company that controls approximately 300 heavy duty vehicles and is involved with interstate transport. The second appellant Mr Ronald Scott is a non-executive director of the company and although involved in the business is not the managing director of the company. That position was held by Mr Anderson whose employment with the company commenced approximately January of 2011. At that time he took over as the managing director/Chief Executive Officer from a Mr Grubb who had held that position for at least 11 years.

The statute that gives rise to the offences involves what is called the "Chain of Responsibility Legislation", which made operators of heavy vehicles responsible for offences committed, not only by drivers, but by the various persons involved in the transport of items from the loading through to the truck

and to the delivery. But critically the legislation, which I will refer to shortly, seeks to instil a culture upon drivers and operators of heavy duty vehicles to comply with the laws which are clearly made for the safety of the operators and drivers but as well as members of the public who use the roads of New South Wales.

The history of this legislation is quite long and the legislative history reflects what has been the increasing need of parliament to deal with the tragedies from the deaths, not only of persons in the heavy transport industry but also of persons using the roadways and persons who live adjacent to the roadways.

The offences which occurred between 20 August 2010 to 5 March 2012, a period a little over 18 months, there were 165 offences of which 15 were speeding offences where drivers had been caught by police officers using radar equipment and they were issued with infringement notices. The balance of the matters was from information stored in the computer systems of equipment operated by the prosecutor. The Court has been provided with details of the operation of the equipment but suffice to say the equipment is able to calculate the speed of vehicles travelling over a fixed position by calculations of the computer equipment.

In respect of the 150 matters notice was not given of these matters until the informations were issued by the prosecutor in 2012. Court Attendance Notices (CANS) were issued requiring the defendants to attend before the Local Court. The first and second appellants and Mr Anderson pleaded guilty to the matters in respect of the appellants which are before this Court. As indicated earlier Mr Anderson did not appeal.

There were also separate proceedings in respect of Mr Grubb, the former

CEO where he was fined by the learned magistrate Christopher O'Brien as he then was in the Downing Centre Local Court for an amount of \$24,650 and prosecutor's costs of \$10,000. Magistrate O'Brien in his judgment described these offences, that is the 12 sequences, as being representative offences. That is representative, no doubt, of the 165 matters that have been identified by the Department against all the persons and the company involved in the operations. There has not been an appeal by Mr Grubb and the Court has been provided, as with Mr Anderson's, with copies of the reasons of the Local Court.

The short facts of the matter are that the company, STI, has provided road transport services since 1952 and the second appellant is the son of the founder of the company. It is a proprietary company in which the second appellant is still a director but he is not, as I have already indicated, an executive officer of the company. I will return to that matter when I deal specifically with Mr Scott's matters.

The company operates from various parts of New South Wales and other parts of Australia and was advised that there are managers responsible for the two arms of the company, namely what is described as the Road Tanker Division of which there were approximately 105, shortly before this matter, vehicles and what are called Line Haul Trucks being 189 in the general division.

The managing directors Mr Grubb and Mr Anderson were not advised at any time of the 150 matters until the CANS were received. The company requires its drivers to tell the management when they have received a fine and there can be no doubt that these fifteen matters were brought to management's attention. The company has had a policy for many years which

requires drivers to advise management if they have committed any breach of the traffic regulations and Act and it would appear that if they have three of such matters then they are at risk of being terminated from their employment.

The legislation that I have indicated has had a long history was altered in 2005 which is when the "chain of responsibility" legislation took effect. It is important that the legislative attention of the Act and regulations be understood and the then Minister for Roads set out in the second reading speech the following. "The legislation involved follows significant changes to the Road Transport Act". The law is intended to improve road safety and infrastructure protection for the community.

"The legislation seeks to extend accountability to the parties to the road transport train other than the driver and the transport operator. The legislation is to have road transport operators adopt active risk management strategies to prevent breaches of the applicable road laws."

The Minister sought to explain.

"In a departure from the national scheme (the national scheme having commenced for road transport operators in 2003) for reasonable steps defence to be provided by the operators in respect of the mass offences of drivers and/or other persons involved. This bill provides a defence for only minor risk breaches. The bill extends an available tense(?) to substantial and severe risk breaches but in limited circumstances where loads are being weighed when where or the defendant was in possession of sufficient and reliable evidence from which the weight is calculated."

That part of the reading speech is in respect of damage caused to roads as well as to the issues of safety.

The bill set out a range of sanctions available to heavy vehicle offences. The Minister stated that there was to be a fostering of culture of compliance in the heavy vehicle industry. These are in forms including a range of new and innovative penalties which have been tailored to address specific type of offences. The Minister then mentioned that the intention of the Act is for those

who are willing to break road transport laws for "unfair commercial gain".

Those words are important in respect of the assessment of what I will come to shortly, being the objective seriousness of the offences before this Court.

The offences are subject to a schedule and relate to all but one of two speeding offences and in that regard the maximum penalty for what is described as a level 2 speeding offence which is from 101 to 114 kilometres per hour is \$8,250 and for a second offence \$13,750. I will return to the question of the second or subsequent offence shortly. In respect of a level 3 offence, that is travelling 115 kilometres or 15 kilometres above the truck speed limit, the fine is \$27,500. In this matter there were 15 level 3 matters.

There is also one matter for a speed limiter non-compliance offence. That matter has a maximum penalty of \$16,500. The speed limiter offence were in circumstances where there was a speed limiter on the vehicle and when it was later checked after the speeding had been observed by police officers was found to be working and thus the inference clearly to be drawn was that speeding was entirely the fault of a driver who had been employed for three days and who was then terminated, who might be described as a rogue driver.

The offences as set out above do describe offences from the Act in section of two levels, 2 and 3. In my mind for offences that occurred on dual carriageways where the speed limit was 100 kilometres per hour and the level of speeding was within 10 kilometres or less is marginal. The reason for that is that other vehicles have a speed limit of 110 and on the face of it there would be no greater danger to other vehicles save for possibly braking distances where there are no cross-streets and the traffic is minimal.

In respect of this matter one of the difficulties in this has been, certainly

for this Court, has been that particulars of each of the offences was not provided. There are particulars that can be seen from the police infringement notices which describe the speed limit, speed of the vehicle, where it occurred and some general matters on the ticket itself. In respect of the balance of 150 matters, there is no such information and there was, for a long time and indeed up until the hearing of today, a failure by the prosecuting authority to give particulars of the offences that is relevant to the driving on each matter, that is to the assessment of objective seriousness.

The Court has found that the magistrate was in significant error in coming to the decision that he did and part of that responsibility must be placed firmly upon the prosecutor and those who instruct him. It is not the first time that Mr Higgins has been criticised by a court for error made by him. Justice Beech-Jones in a similar matter, although on a different issue, made that observation.

At the hearing of this matter the Court when seeking particulars, that is to assess as I have said the objective seriousness, was not assisted by the respondent's counsel and indeed an adjournment was given so that he might have time to be able to answer the question that was put as to what was or what is the reliance of the prosecutor as to what he would submit is the appropriate finding of objective seriousness from low to high in respect of each of the offences. In my mind his answers were unsatisfactory. He said it was the mere fact of the speeding offence individually that gave rise to the management issue of a failure to control the drivers. It is clear from the undisputed facts that the company has operated in a way that it is justly proud. It has a long history of being at the forefront of road safety matters and has sought to introduce those methods that have been suggested by the industry

particularly following the 2003 National Heavy Transport Conventions. In particular the company put on safety managers, required drivers to be inducted and to understand that they were not to speed and if they did speed they would lose their jobs and that any of the driving would reflect upon the company.

That was before the 2005 legislation and I accept and I find that the company, although it did what, on the face of it to many, was a reasonable attempt the plea is based upon the failure, effectively, to put in to each vehicle GPS devices where the company's officers at the home base can calculate the speed of the vehicles at any time. Obviously it is difficult to immediately put in GPS devices into every vehicle which would be commercially unrealistic, however what is clear that following the issue of the information in 2012 they speeded up the operation so that now all trucks have such a device. But for that device there is no way in which a manager can know what speed a vehicle is travelling at any one time and it can only be done effectively by guesswork and by word of thumb, perhaps from members of the public who observe a vehicle offending.

I accept that the defendant and both its managing directors sought to do their best and it was with the employment of Mr Falkiner, a person who is eminently qualified to deal with such matters, that the best advice was obtained. Mr Falkiner had been a sergeant major in the army, the highest non-commissioned rank, and had been responsible for a transport fleet. He had spent many years as a fleet manager for some of Australia's major and best known trucking companies. Indeed it was the prosecutor who relied upon Mr Falkiner's statement to be critical of what the company did or did not do. There was nothing that he put forward, other than the fact of the indicated

speeding, that went to objective seriousness.

The facts are then clearly that there had been at all times a system in place by the company in an attempt to restrain drivers from speeding and that the culture of the company was known to each of the drivers. I draw upon the fact that in respect of the matter of the three day employee that he was sacked immediately upon notice of his speeding infringement.

All the matters appear to have been on dual or greater carriageways in country areas. Not one matter was brought to the Court's attention which involved heavy traffic or dangerous conditions be it weather or some other matter which would cause greater concern to road users and to persons in the vicinity. This is understandable for the non-police matters because the information came from standard set radar computerised devices in various parts of the State and as I understand it there is nothing in the vicinity of those particular items that is unsafe for persons using the roadway. It should be borne in mind that in terms of a vehicle travelling at 100 kilometres per hour that it travels at approximately 28 metres per second. On the face of it to a layperson there would not appear to be a great difference in terms of objective change in safety to the vehicle or to the persons who may come into contact with it save for the obvious greater braking distance that would be involved if there was an emergency.

So in respect of this matter the prosecutor in my mind failed to identify to the magistrate what was the matters that that Court should take into account with objective seriousness and the magistrate was not provided either the legal assistance that he was entitled to nor was he given the factual basis to give what would be the building blocks, the essential material for the Court to come to a finding.

The second matter that I find which was unhelpful by the prosecutor was a failure to submit to the magistrate the appropriate principles involved with totality of sentencing. Clearly in respect of this matter to use a percentage of the total fine without a finding of objective seriousness and consideration of s 21A of the **Crimes (Sentencing Procedure) Act** is a serious error. Indeed counsel was asked by this Court as to whether or not he wished to assist with the appropriate law and in my mind he failed to do so again.

When one goes through the various cases that were submitted one sees the name of the counsel who appeared before Mr Higgins in many of those decisions and perhaps it is relevant to indicate that because really those decisions - this Court has had little assistance from the decisions of the Local Court when Mr Higgins has been involved by which to look at what other courts have been doing. It is mindful of a prosecutor that his or her duties is to inform a court of any relevant authority or legislation bearing upon an appropriate sentence and the prosecutor must assist the Court to avoid appealable error in respect of an issue of sentence and where called upon to indicate to a court an appropriate range of severity of penalty.

In this matter the prosecutor steadfastly maintained that the monetary penalty of approximately 1.2 million for both appellants was satisfactory for what I have found and will continue to set out my reasons was offending at the lowest level of objective seriousness. The legislation by its vicarious nature can impose penalties upon management and other persons who are not the actual driver. It is designed to take away from the driver any compulsion to breach the road rules. These matters did not include any suggestion of driver fatigue, overloading or any other matter regarding the vehicle itself. Indeed each vehicle had a speed limiter and some of the vehicles, but not all as I have

indicated above, had GPS devices. Those devices now have been placed in all the vehicles.

Section 21A of the **Crimes (Sentencing Procedure) Act** sets out matters of aggravation and matters that are to be taken into account by a court. In respect of this matter the prosecutor could not point out and did not point out any matters of aggravation and what is clear is that the findings of this Court, and not disputed, is that both Mr Scott, the second appellant and STI are person and company of good reputation who have a proud record of service, not only to their community, but to the persons who they have sought to assist over many years. That can be seen from the statement of Mr Falkiner which I have already referred to.

The company has gone to all particular effort in accordance with Mr Falkiner's advice to place its vehicles in the best condition in what might be seen in the industry and I am satisfied that there is little chance of the company and indeed of its officers re-offending in this way now that there is a culture where their drivers can be checked on so that if there is any particular need for them, independently of the direction of their manager, to flout the law that they can be caught and dealt with by the company. I stress that this GPS equipment is not obligatory under the road rules or laws, it is a matter where the industry has come to understand that only with this equipment will drivers know that they can be checked on at any time in respect of the speed that they are travelling.

Returning to the matter of totality, the Court finds that the learned magistrate erred in assessing penalty and considering the penalty as a matter of a percentage of a maximum. Clear it is that the Court must take into account such a maximum penalty and then consider the objective seriousness

which this Court has now done and put at the very bottom of the pendulum.

The Court then looks at the matters contained in ss 21A of seriousness and matters of subjective relevance and having considered those matters proceeds to penalty. In my mind, having firstly considered instinctively what is an appropriate penalty, a figure of \$100,000 comes to mind for STI. I am of the view that the delay in the pleas being entered came about because of the argument on particulars where the prosecution, in my mind, was wrong not to provide particulars and in absence of particulars being provided should have acknowledged that the offending was at the bottom of objective seriousness if those particulars were not available.

The second matter which again is a matter of dispute involves whether some of the matters can be classed as a second offence. In this regard I had submissions which are most helpful. The respondent submitted that in respect of the second occasion and subsequent matters those matters must be dealt with at the higher penalty for a second offence. The appellant submits that that approach is incorrect and this Court should consider the decision of Justice Price, as he then was, of **Roads and Traffic Authority NSW v Fletcher Exports Pty Ltd** in respect of the statutory interpretation. The legislation, which I will set out in a schedule as an annexure to these remarks, is as I have said designed to make the owner or person in management role of a driver responsible for the speeding of that driver. And that a second offence will have a greater penalty as I have set out earlier.

The penalty units for those offences are different for both second and three offences, again I will refer to that in the annexure to these reasons.

Critically in cl 167 of the general regulation of the **Road Transport General Act 2005** reads at 2 "A person is found guilty of a second or subsequent

offence if and only if the occasion when the second or subsequent offence occurred". In respect of each of the matters pleas were entered of guilty on the same day. It was submitted by senior counsel for the appellants that the decision of Mills is binding on this Court and it is a decision that his Honour Justice Price was not made available to him in the consideration of similar legislation in respect of the decision I have earlier referred to.

An offence of second or subsequent offence is within three years prior to the offence is being found guilty of the same offence or corresponding offence. The words "found guilty" are important. As a matter of fundamental principle a person is not found guilty of an offence until, in the case of a guilty plea, there is an unequivocal acceptance of the plea normally by a judge of the Court on sentence. It follows that a person who is sentenced for several offences simultaneously has not for one of those offences been found guilty for any of them and the Court finds that s 167 does not apply in that situation.

In this regard the prosecutor could not and did not accept that submission and submitted to this Court that this Court was bound by his Honour Justice Price's decision in **RTA v Fletcher International Exports**. Importantly, and I wish to repeat it, that the reference to the decision in **R v Maxwell** and to a submission in respect of the words "found guilty" is not raised in **RTA v Fletcher** and in my mind that is unfortunate and for that reason this Court is unable to follow the decision of Justice Price. In respect of the matter of **RMS v Damorange Pty Ltd** [2014] NSWSC 734 Justice Beech-Jones was in a similar position to Justice Price and this issue was not germane to the matters before him on that time, save that this is the case where his Honour did find that it was the prosecutor's error that had caused the matter to come before him.

I have been taken to a number of cases of which Mr Higgins, as I have earlier referred, has been involved. Those matters include the case of **RMS v Damorange** before the magistrate where Mr Higgins appears as prosecutor. He was not in the case of **Logistics 1 Pty Ltd** which was a decision of Magistrate Betts. He was in the decisions of Justice Beech-Jones when the matters were brought by way of application to the Supreme Court. He was also in the matter of **Grubb**, the co-defendant effectively, which was dealt with by Mr O'Brien in the Downing Local Court. In that matter, which I have earlier indicated, his Worship referred to as a representative matter the total fine was \$24,650. Mr Anderson was fined approximately, for a relatively short period of time, \$8000. As I have indicated Mr Anderson has not appealed.

This Court is unable to use those matters as a yardstick to gather what is an appreciable or to gain any assistance in what is an appropriate way to deal with the facts in this matter. A number of the cases have involved vehicles that are without speed limiter. Clearly a very relevant consideration to objective seriousness and to a factor that is relevant to speeding. There is only one speed limiter offence which I have earlier referred to here and that appears to be where there was a rogue driver who has been able to deal with the speed limiter so as to speed because when checked, the limiter, there was no mechanical defect in it.

In my mind in looking at the criminality of the matter the Court accepts that in admitting by the pleas of guilty that they did not take all reasonable steps within the meaning of cl 156(3) of the General Regulation 2005 they did make what might have been at that time considered to be steps which they now accept were not sufficient. Clearly the all reasonable steps standard is a

very high one and one which I find has now been brought into being through the employment and the discipline imposed by having Mr Falkiner involved in the operations of the whole business. I do not wish to set out all of the matters that the company has sought to do but they are many but I do wish to draw and make specific note of the submission made by the prosecutor in regard of what was termed as the three strikes legislation. On 15 matters, these being police speeding infringements, notice was given to the company that the vehicle with three breaches of the road laws, a vehicle might be suspended or stopped from operations.

In this Court's mind that question of notice, as submitted as relevant in these offences, is plainly wrong. The three strikes legislation flows from a different matter and although the end result might be sought it is clear from these specific matters in respect of speeding and of the responsibility of the operators and persons in the total operation that notice was not given. In this regard had the authority given earlier notice then clearly there would not have been as many, you would think, incidents that have now given rise not only to the pleas but also to the penalty. This is a critical matter in assessing what fines should be imposed.

The audit, as it is described, came about because of the most unfortunate collision of a large heavy vehicle on the Menangle Bridge some years ago where the driver has now been dealt with for being under the influence of drugs. Clearly that particular matter gave rise to the audit not only of STI but other companies and to the industry, following that matter, once again assessing how driving can be measured.

There is one matter that is described as the case of **Logistics**, one where Mr Higgins was not involved, and in my mind that case does give some

assistance but unfortunately does not provide a template for these matters before this Court.

Having found that there should be a 25% discount and using an instinctive approach for the totality of the matters against STI I am of the view that there should be a \$100,000 fine to the company based upon, as I have already set out, the objective seriousness of the matter. Secondly, from that matter I take away 25% for the pleas of guilty which I do find were at the earliest proper time and the delay in entering pleas of guilty was occasioned because of the non-providing of the particulars. That means that the offences will be categorised in this way.

For offences which range between zero kilometres per hour to ten kilometres per hour over the heavy vehicle speed limit there will be an individual fine of \$300 of which there are 30 matters. In respect of the matters from in excess of 110 to 120 there are 58 matters which will be fined a sum of \$750. In respect of the balance of matters which there are three they will be at \$3000. In respect of the matter involving the employee of three days and the travelling at Mittagong at 142 kilometres I propose to deal with that matter under s 10A of the **Crimes (Sentencing Procedure) Act** and impose no penalty and dismiss it as that matter clearly was in respect of a rogue driver who had recently, despite direction and despite everything else that the employer or the operator could do, acted in a way that gave rise to his immediate dismissal. In those circumstances I do not think there was anything any director could do.

In respect of the matter of the speed limiter which was operational and would appear to have some driver that does require their speed limit to be regularly checked and in that regard I impose a fine of \$3000. I have not

sought to differentiate between these matters, between level 2 and 3 as such or as first and second offences, but if I be wrong in respect of the second offences then it is my view that they should, notwithstanding the greater penalty if that be found, be dealt with as first offences as the company became aware of them at the same point of time and was not at any stage in a position to deal with them other than what they have done and thus it should not be seen to be dealt with as guilty of a second offence in those circumstances.

In respect of Mr Ronald Scott, again the prosecutor failed to assist the Court and indeed the magistrate where he also appeared with the appropriate law. Mr Scott is a non-executive director and it is clear from many decisions that his responsibilities are quite different to the executive director, in this case Mr Grubb and Mr Anderson. It is the managing director who is responsible to the company entity to bring about and to make sure that the employees and the equipment of the company is operational and that the company is operating properly. There is no evidence and indeed no submission by the prosecutor that there was any overt or covert plan or any other suggestion that the drivers were to speed to gain commercial advantage. It is that critical matter that the Court must consider in terms of the seriousness of the offending and as the Court has found that it is unlikely to occur, evidenced by only two matters since the installation of GPS devices to all vehicles, that it is unlikely that either any of the managing directors, executive directors of the company or the company itself will come under notice again. What is critical in respect of the legislative attention is that companies such as STI continue to look at ways to liaise with the prosecuting authority so that they can interact together and share information particularly from the computerised equipment that the authority has in respect of the speed of vehicles, at least as a check

for GPS equipment and other equipment that the company might be relying upon and thus as a further way to assist drivers in managing the road rules.

There are matters of costs which I will now deal with. In respect of the costs order that was made against the company by the learned magistrate I quash that order. I do not propose to make any orders for costs in respect of this matter. In respect of any requests for moiety the Court asked the prosecutor upon what basis moiety should be used as had been frequently done in other matters which he had appeared. He said it flowed directly from the **Fines Act**. Well this Court was able to accept that submission and without any other reason being put forward the Court is not disposed to grant any moiety at this stage in respect of the matter and the only penalties will be the penalties that I have set out above.

There is a difficulty in respect of the many sequence numbers which will take a considerable time to work out and I have been assisted by a schedule but I am unable to work out the sequence numbers from it and I will ask the prosecutor to provide a minute of the orders to comply with my reasons and with the orders that I have made.

I will hand down a copy of the document. I think we all have a copy, there's a spare copy. Are there any other matters?

HUTTON: Your Honour could I just raise a couple of matters arising out of that?

HIS HONOUR: Yes, certainly.

HUTTON: Firstly, I may have misheard your Honour but I think your Honour referred to Ronald Scott and the defendant's name is Raymond Scott but I'm sure that will be corrected on the record.

HIS HONOUR: Clearly Raymond, sorry. I can say to you now that the reference to Ronald was to a family member of mine, I'm sorry.

HUTTON: I understand. Then your Honour I heard your Honour refer to Mr Anderson as a managing director and then two managing directors.

HIS HONOUR: As the managing director.

HUTTON: Mr Anderson was CEO and never a director. Mr Grubb was CEO and a director.

HIS HONOUR: All right, look I'll correct that, yes thank you. Mr Grubb was a director and CEO. Mr Anderson as the CEO.

HUTTON: Was merely CEO and thirdly, I may have missed it because your Honour's lengthy and comprehensive reasons, but did your Honour state that Mr Raymond Scott would be given a s 10?

HIS HONOUR: Yes. No I didn't, thank you very much.

I wish to add a part to it which I have overlooked is Mr Raymond Scott.

Mr Scott was here for each day of this matter and there is no doubt that he is a person of utmost good character and again when the prosecutor was asked the prosecutor said that the matters are not trivial. It is clear that the matters that were charged are not trivial, however because of the findings of objective seriousness and because the prosecutor failed to address on the difference of duties between - or to recognise the different responsibilities of an executive director and a non-executive director then his submissions were unhelpful. As a director of the private company it is difficult to see why he, Mr Scott, should receive a penalty greater than both Mr Anderson and Mr Grubb combined in circumstances where they were the two prime responsible persons for the operations, day to day of the company and indeed to the directors of the board. It is again with regret that the prosecutor did not accept that s 10 was an appropriate penalty for a person in Mr Scott's position in respect to these matters and I apply a s 10 without condition.

For your part is there any matters there--

MCINTYRE: Your Honour if I may--

HIS HONOUR: I'll give liberty to approach if there are any matters that after spoken to counsel to approach. That wouldn't be till after the - not in the

registry for two weeks but after two weeks if you want to approach on anything that I've overlooked or you want to deal with under the slip rule and to have that minute of penalty, I'd be grateful.

MCINTYRE: Your Honour may I just confirm what your Honour is seeking in relation to the minute?

HIS HONOUR: Yes, certainly.

MCINTYRE: Would it be suitable to your Honour if we use this as a basis and indicate for each of the offences in the categories your Honour has identified the applicable amount?

HIS HONOUR: You can see from the numbers - you can see from the document that this was a document created, I think, by you and I haven't got the first page of it, I don't think, but it was in the order of speeding which is the right column, what it doesn't have is the sequence numbers and what we need is the sequence numbers to enter it into the Justice Link system individually. Because I have found that all matters should be first offences I've broken it up into speeds of 110, 120 and then above.

HUTTON: And your Honour I think we might be able to assist on that. I'll make the full version of that spreadsheet available to my counterpart which will have the sequence numbers and will have all of the offences and I think when the fines are then entered in there that might be able to comprise the minute.

HIS HONOUR: If you wouldn't mind sending it to my associate there Mr Hutton.

HUTTON: Well I'll have that document prepared in soft and circulated as an electronic copy to the prosecutor and then on to your Honour's associate.

HIS HONOUR: If you would give my regards to Mr Game and I do appreciate the help that was given to me by counsel in this matter.

MCINTYRE: Would your Honour like to receive this document back?

HIS HONOUR: No, that's just a copy for you but Mr Hutton is going to send you a new even better one.

MCINTYRE: Yes we've got one as well if he needs - we can liaise between ourselves if that would be suitable.

HIS HONOUR: Okay, well thank you all.