

ACCOUNT APPLICATION

1. COMPANY NAME: _____

A.B.N. _____ A.C.N _____

TRADING AS: _____

WORKCOVER INDUSTRY CLASSIFICATION NUMBER (WIC): _____

2. BUSINESS ADDRESS: _____ P/C _____

POSTAL ADDRESS: _____ P/C _____

PHONE: BUS: _____ FAX: _____ MOBILE: _____

EMAIL: General: _____

3. BUSINESS OPERATES AS: Sole Trader Partnership Company
 Nominee Trust Owner Builder

4. DIRECTORS/PARTNERS/OWNERS:

SURNAME	FIRST NAME	POSITION	ADDRESS

5. TYPE OF BUSINESS: _____ YEAR OF COMMENCEMENT: _____

6. ACCOUNTS CONTACT DETAILS:

Name: _____ PHONE: _____ EMAIL: _____

NOTE: our terms are strictly 14 days except for the first two weeks of invoicing where immediate payment is required.

7. Would you like invoices: Emailed Mailed

8. TRADE REFERENCES:

NAME	PHONE	COMMENTS

THIS FORM IS PART OF A PACKAGE, TO ENABLE ACTIVATION OF YOUR ACCOUNT PLEASE ENSURE THAT THE HIRING AGREEMENT, GUARANTEE AND SAFE WORKING ENVIRONMENT FORMS ARE COMPLETED.
ALL INFORMATION IS COLLECTED AND HELD IN ACCORDANCE WITH OUR PRIVACY POLICY, WHICH IS DETAILED OVERLEAF.

PRIVACY POLICY

Maslock Pty Ltd trading as Troubleshooters Available complies with the principles of the National Privacy Policy (NPP). The NPP principles provide a framework governing the collection, holding, use, correction, disclosure, accessibility, securing and transfer of personal information. In line with the NPP, we advise the following:

- The personal information that we have requested and you have supplied is necessary for us to perform the services of a contract administration agency.
- Personal information that you have supplied to us will be handled in accordance with the NPP.
- The information is held securely within our office systems, and our office personnel are aware of their responsibilities.
- We will not disclose this personal information to other parties (except where required by statutory provisions or other enforcement body) without your consent.
- You have the right to access your personal information. If you wish to verify the information held, please contact us to arrange a suitable time. We will be happy to discuss any aspect of this personal information held with you, subject to the provisions contained within the NPP.

HIRING AGREEMENT

Troubleshooters Available is a service company that utilises ODCO - The Independent Contracting System®. We have been supplying independent contractors to business and industry on an as-needs basis for over forty years.

The contractors we supply to you are yours to direct, and the onus of inspection and satisfaction is yours. If, for any reason, you are unhappy with the contractor, simply send the contractor off site and inform us of your dissatisfaction. Our service MUST supply good contractors to ensure your continued usage. We therefore ask for feedback from you as to the contractors' performance.

We refer you to our General Conditions of Hire and the Special Conditions (overleaf), which are binding on you upon the signing of this Hiring Agreement.

If you wish to avail yourself of our services, now or in the future, please complete the section below and return this Hiring Agreement to us. We can then establish an account ready for your convenience, thereby avoiding any delay of supply when it is required.

CONTACT NAME: _____

CLIENT NAME: _____

ADDRESS: _____

POSTCODE: _____

PHONE: _____ **FAX:** _____ **MOBILE:** _____

I have read and understand all General Conditions of Hire and Special Conditions overleaf and wish to establish an account with Troubleshooters Available.

SIGNED: _____ **DATE:** _____

For and on behalf of: _____

POSITION: _____

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GENERAL CONDITIONS OF HIRE

CONDITIONS OF HIRE:

Standard hire: 8 hours per day.

Minimum hire: 6 hours per person per day including inclement weather or site closure.

Site Allowance: is charged where applicable and attracts an administration charge of 20% for associated on-costs plus GST.

Travelling Time: is included in our charge to 40km from the G.P.O. Extra travelling is subject to negotiation.

Car Parking in CBD Precinct: is to be provided by the client or charged at cost to ensure that the tradesperson's tools are accessible and secure.

Basic Tools of Trade: are included in our rates. Special equipment such as heavy duty hammer drills & cement mixers attract an extra charge of \$25.00 per day plus GST.

Overtime: Mon-Fri – 8 hours normal time, next 2 hours time & quarter, thereafter time & half.

Saturday – 8 hours time & quarter, thereafter time & half.

Sunday and Public Holidays – time & half.

Rates are negotiable for afternoon & night shift and regional projects. Special conditions may apply on certain sites such as shopping centres, infrastructure works and major projects. In those cases, rates may incur an additional charge.

OH&S: it is our obligation to ensure that our clients provide our contractors with a safe working environment. We will work together with our clients to ensure this is achieved. By signing this Hiring Agreement, the client gives permission for representatives of the safety division of Troubleshooters Available, Site Safety Audits Victoria, to visit the workplace to conduct safety audits to ensure compliance with occupational health and safety legislation.

Dissatisfaction: If in the unlikely event you are not satisfied with a contractor's performance, we ask that you call our office without delay. You will be charged only for the hours the contractor has been on site. Any claims made after 14 days will not be recognised.

PAYMENT TERMS AND CONDITIONS:

As a new client, you will be required to pay the first two invoices upon receipt, thereafter our terms are strictly 14 days net from the date of invoice. You are invoiced per site per week for all contractors on that site. Troubleshooters Available will charge an account service fee of \$75 per week to any client whilst their account does not adhere to the payment terms above. The continued supply of contractors is contingent on compliance with our payment terms. Payments can be made by EFT, cash or cheque.

RATES: Our rates include an administration charge, plus all statutory obligations for the contractors that the agency is legally responsible for. You are not liable for income tax deductions, workers compensation, payroll tax and superannuation in respect of the contractors we supply to you.

TAXATION: We administer PAYG tax for the contractors we supply to your business. PAYG tax is withheld at the appropriate rate and forwarded to the ATO as required.

SPECIAL CONDITIONS

These **Special Conditions** are between **TROUBLESHOOTERS AVAILABLE** and the client referred to in the Hiring Agreement (the **client**).

DIRECT ENGAGEMENT FEE

The client may directly engage a member of Troubleshooters Available's workforce on payment of a fee for loss of that resource to Troubleshooters Available.

In the event of **TROUBLESHOOTERS AVAILABLE** introducing or referring to the client any contractor and within 12 months of that introduction or referral, either through actual hire or information supplied on request by the client, or any agent of the client, or by information made known to the client of the availability of a particular person, and the client engages that contractor directly, whether as an independent contractor or as an employee, regardless of the circumstances or conditions under which that engagement occurs, or the client engages that contractor by recommendation, referral, hire or engagement through another labour hire or employment agency, the client agrees to:

- a. Immediately notify **TROUBLESHOOTERS AVAILABLE** of the engagement.
- b. Pay a fee to **TROUBLESHOOTERS AVAILABLE** within fourteen (14) days of notification of the engagement.

The client acknowledges that introductions are confidential.

The fee payable to **TROUBLESHOOTERS AVAILABLE** is our assessment of the loss of the resource to **TROUBLESHOOTERS AVAILABLE** as a result of the engagement referred to above and the client agrees this is an appropriate measure of that loss.

The fee payable is 100 hours per contractor at our normal invoice rate for that contractor.

GUARANTEE

TO: **Maslock Pty Ltd A.B.N. 88 050 032 570** (trading as Troubleshooters Available) of 33a Chester St Oakleigh, Victoria 3166.

IN CONSIDERATION of TROUBLESHOOTERS AVAILABLE having agreed, at the request of the Client named and described in the Schedule overleaf (Client) to provide services to the Client pursuant to a Hiring Agreement between TROUBLESHOOTERS AVAILABLE and the Client (Hiring Agreement), the persons named and described in the schedule as Guarantor (Guarantor) hereby:

- (a) guarantee to TROUBLESHOOTERS AVAILABLE the due and punctual payment by the Client of all monies which are now owing or which at any time hereafter may become owing by the Client to TROUBLESHOOTERS AVAILABLE arising in any way from the Hiring Agreement.
- (b) agrees, acknowledges and declares that this guarantee shall be a continuing guarantee and shall not be modified or affected by any waiver or indulgence (whether as to time or otherwise), nor by the winding up or death (if a natural person) of any or all of TROUBLESHOOTERS AVAILABLE, the Client and the Guarantor, nor by any variation in the terms of trade by TROUBLESHOOTERS AVAILABLE and the Client, nor by any other cause matter or thing which but for this paragraph would or might have the effect of modifying or abrogating the liability of the Guarantor hereunder;
- (c) acknowledges and declares that where two or more persons have executed this Deed as "Guarantor" their obligations hereunder shall be both joint and several and that in the interpretation of this Deed words importing natural persons include corporations and vice versa and words importing the singular number include the plural and vice versa.

References to TROUBLESHOOTERS AVAILABLE include their successors and assigns.

Executed as a Deed this _____ day of _____ 20_____.

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SCHEDULE

CLIENT (Insert business name, ACN / ABN and address of Client)

GUARANTOR: (Insert name and address of each Guarantor)

1.

2.

1. SIGNED SEALED AND DELIVERED by the said	
_____ (Insert full name of Guarantor)	_____ (Guarantor's Signature)
In the presence of:	
_____ (Witness signature)	____/____/20

2. SIGNED SEALED AND DELIVERED by the said	
_____ (Insert full name of Guarantor)	_____ (Guarantor's Signature)
In the presence of:	
_____ (Witness signature)	____/____/20

MANAGING OCCUPATIONAL HEALTH AND SAFETY

Troubleshooters Available recognise its moral and legal responsibility to endeavour to provide a safe and healthy work environment for its contractors on clients construction sites. This commitment may also extend to ensure that our clients' operations do not place the local community at risk of injury or illness.

Our management responsibilities will include:

- Ensuring that our clients provide and maintain a safe and healthy work environment so far as is practicable.
- Ensuring that all Occupational Health and Safety policies and procedures are implemented in our in-house OH&S induction.
- Actively promoting and being involved in these policies and procedures.
- Ensuring that all contractors have been accredited with the Construction Induction Card.
- Regular site visits conducted by the safety division of Troubleshooters Available, Site Safety Audits Victoria, to ensure that our contractors are working in a safe environment.
- Encouraging our contractors to inform Troubleshooters Available of unsafe work sites and practices.
- On notification of our contractors informing Troubleshooters Available of unsafe work sites, a representative from our office will visit the site to ascertain and rectify the issue.

PROVIDING A SAFE WORKING ENVIRONMENT

Troubleshooters Available is a licensed Odco Contracting® agency. Contractors working through Troubleshooters Available are fully covered by WorkCover in the event of an injury occurring on site.

Section 138 of the Victorian Accident Compensation Act provides for the recovery of compensation from other parties bearing liability when a significant injury occurs. In this case, the other party would be *our clients*. **Thus the Victorian WorkCover Authority can issue recovery proceedings against third parties where an injury has resulted due to negligence in the workplace.** We are unable to prevent any such matters being proceeded with. The degree of negligence, hence liability, is predominantly determined by the facts available, particularly whether the end user could have known if the contractor may be exposed to injury and what remedial actions were undertaken.

Ensuring safe working environments for all workers requires identification, assessment and management of risks relating to physical and non-physical aspects of work.

SUN SMART AND UV RADIATION

A significant issue relating to Occupational Health and Safety is Sun Safety on building sites. Construction industry companies will be required to have a sun protection policy in place. Construction workers maybe exposed to five times the maximum recommended exposure limits for UV radiation.

Troubleshooters Available strongly recommends that all construction site managers and foremen are aware of all the risks associated with UV radiation. Some recommendations are as follows:

- Ensure that maximum strength sun screen is readily available
- Minimising outdoor work
- Doing more jobs undercover
- Encourage construction workers to wear long sleeve shirts, long pants, broad brim hats and suitable eye protection
- Doing outdoor tasks in the morning or late afternoon
- Sharing outdoor tasks to minimise individual exposure
- Providing natural or artificial shade

Please acknowledge this notification by completing the form below.

In accordance with section 21(1) of the Occupational Health and Safety Act, we agree to provide and maintain so far as practicable for all workers a working environment that is safe and without risks to health.

We agree that we will advise Troubleshooters Available should any major changes in job description be required of the contractors, so as to ensure they are properly briefed on such changes.

Company Name: _____

Name: _____

Position: _____

Signed: _____

Date: _____