

Model Contract for Owner-Drivers Schedule

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All queries regarding this Model Contract and Schedule are to be directed to the Road Freight Transport Industry Council Secretariat C/O the Department of Transport.

Email: ownerdriver@transport.wa.gov.au

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Notes

- The model contract includes this schedule.
- The schedule requires you to complete the details on a number of matters, including rates.
- In some places, the schedule allows you to:
 - select from different options by ticking a box; and
 - include additional or replacement clauses.

You can download this schedule from the Department of Transport [website](#) as a fillable PDF and type in your contract details or you can print it out and fill out the sections using a pen.

If you need more space to write out additional requirements you can attach additional pages (be sure to sign and date any attachments).

All terms used in this schedule have the same meaning as in the contract.

Model Contract for Owner-Drivers Schedule

1. Parties to the contract

1.1 Owner-driver's details

Name of owner-driver

If you trade using a company or partnership, use the registered trading name of your business

ABN or ACN

Main contact person

If you trade as a sole trader, provide your personal contact details.

If you trade as a company or partnership, provide the details of the person the hirer should contact.

Telephone number (business)

Telephone number (mobile)

Email address

Address for the service of notices (See clause 36 of the contract)

Company name

Number, Street

Suburb

State

Postcode

Notices may be given by email to the following address

1.2 Hirer's details

Name of hirer

If you trade using a company or partnership, use the registered trading name of your business

ABN or ACN

Main contact person

If you trade as a sole trader, provide your personal contact details.

If you trade as a company or partnership, provide the details of the person the owner-driver should contact.

Hirer's details continued

Telephone number (business)

Telephone number (mobile)

Email address

Address for the service of notices (See clause 36 of the contract)

Company name

Number, Street

Suburb

State

Postcode

Notices may be given by email to the following address

2. Period of contract (See clause 3 of the contract)

This contract will commence on the _____ day of _____ (month and year)

and will:- *(Select whichever one of the following two options applies)*

Option 1 Expire on the _____ day of _____ (month and year)

Option 2 If a date is not inserted in Option 1 above, this contract will continue until terminated in accordance with clause 28 of this contract.

3. Services

3.1 General tasks

The owner-driver will carry general freight as the hirer from time to time specifies, at such times and between such places as the hirer may reasonably and lawfully require.

(Specify any additional requirements)

(Specify any additional or special equipment)

3.2 Goods to be carried

The goods to be carried will be general freight as the hirer directs.

(Specify if unusual or dangerous goods)

3.3 Other services

The owner-driver is required to:

(Specify any additional services not covered by the contract - e.g. use of crane; loading tasks)

3.4 Hours of work *(See clause 6 of the contract)*

Option 1 The owner-driver must make themselves available to provide the services to the hirer between the hours of:

AM and

PM during

Monday to Friday of each week; OR

The following specified days:

Option 2 Other hours of work arrangements *(Specify other arrangements)*

3.5 Codes & licences *(See clause 7.3 of the contract)*

The owner-driver will comply with the following regulations and codes and warrants that the relevant officers, employees and agents of the owner-driver hold the following licences:

(List any special licences or safety codes that apply to the services)

3.6 Meal & rest breaks *(See clause 7.4 of the contract)*

- Option 1** The owner-driver will take an unpaid break of up to half an hour for each five hour period worked, at a time agreed with the hirer.
- Option 2** *(Specify other arrangements)*

4. Vehicle & equipment details

4.1 Vehicle *(See clauses 6, 7.1, 9.1 and 12 of the contract)*

The owner-driver will provide the following vehicle for the owner-driver's use:

- Option 1** A vehicle fit for the purpose of the services
- Option 2** The vehicle with registration number

being a: *(Describe vehicle type)*

- Option 3** A vehicle meeting the following specifications:
(Type, make & model, year of manufacture)

Other specifications / capacity *(Describe)*

Lawfully able to travel on the following routes:

(Specify any unusual route requirements, e.g. height clearances)

4.2 Specialised equipment *(See clause 6 of the contract)*

The owner-driver will provide the following specialised equipment:

(Specify any additional equipment to be provided, e.g. refrigeration unit, hoist, tailgate, curtains, dog & chains)

4.3 Hirer's communications equipment & livery *(See clauses 10.1 and 10.2 of the contract)*

Installation of the hirer's communications equipment is not required under this contract

Installation of the hirer's livery is not required under this contract

The owner-driver consents to installation of the following communications and/or monitoring devices *(Describe devices)*

To be used for the following purposes *(Specify purposes)*

5. Approved drivers *(See clause 11 of the contract)*

The following persons are approved drivers:

Name

Driver's licence number

Name

Driver's licence number

Name

Driver's licence number

The hirer will approve any person as an additional driver who:

- (a) holds a valid driver's licence issued by an Australian State or Territory which authorises the person to drive the class(es) of vehicle specified in clause 4.1 above; and
- (b) is not subject to any restrictions or conditions on that driver's licence that would prevent the person from providing the services under this contract, unless the hirer has reasonable grounds to withhold approval of that person under Part 2, clause 11(b) of this contract.

6. Periods of absence *(See clause 8 of the contract)*

The owner-driver will provide the services on the following basis:

Option 1 52 weeks per year:-

The owner-driver is required to provide the services for 52 weeks of each year.

Note: The owner-driver is entitled to use an approved driver to provide the services.

Option 2 Compulsory Annual Close Down:-

The hirer does not require the owner-driver to provide services for the period

from _____ to _____ of each year.

This period of time will be:

Unpaid

Paid at the minimum rate specified in clause 8.1 of this schedule.

Option 3 The owner-driver may elect up to four weeks' absence per year

- (a) The owner-driver may elect to not be available to provide the services for up to four (4) weeks in each calendar year, for each 12 months of having performed services under this contract.

- (b) The timing of taking any such absence will be by agreement wherever possible. However, if agreement cannot be reached, then -
- (i) The owner-driver may give the hirer four weeks' notice of their intention to take absence. The hirer may refuse the owner-driver's request if the absence would cause significant disruption to the hirer's business.
 - (ii) If required by the hirer's business circumstances, the hirer may direct the owner-driver to take absence. The hirer will give the owner-driver as much notice of such direction as reasonably practicable.

7. Insurance

7.1 Goods in transit insurance *(See clauses 9.3 and 16.1 of the contract)*

- Option 1** **The hirer** will take out goods in transit insurance in accordance with clause 16.1 of the contract.
- Option 2** **The owner-driver** will take out goods in transit insurance in accordance with clause 9.3 of the contract.
- Option 3** Other arrangements *(Specify other arrangements)*

7.2 Variations to insurance arrangements *(See clauses 9 and 16 of the contract)*

The following variations or additions to the requirements of clauses 9 and 16 apply:

Dangerous Goods *(Select if applicable)*

Owner-drivers carrying dangerous goods will have a motor vehicle insurance policy specifically endorsed to cover third-party property damage resulting from the carriage of dangerous goods, for a minimum of \$1,000,000 for packaged goods and a minimum of \$5,000,000 for bulk goods.

This cover will include cover in respect of any loss or damage, and costs of clean up or removal incurred by or on behalf of a public authority as a result of fire, explosion, leakage or spillage of dangerous goods in, on or from the vehicle. The insurance policy required by this clause is in addition to any other policy required to be held by law.

8. Payments

8.1 Minimum payment *(See clause 20 of the contract)*

The minimum payment or minimum number of hours of work for the purpose of clause 20 of the contract is:

Option 1 Hours:-
 A minimum of _____ hours of work per week,
 calculated as an average over a _____ day period.

Option 2 Income:-
 A minimum payment of \$ _____ per
 calculated as an average over a _____ day period.

8.2 Rates *(See clause 21 of the contract)*

Remuneration under this contract will be calculated and paid as follows:

The fuel component of the remuneration under this contract will be calculated and paid as specified in clause 8.3 of this schedule.

"Fuel component" means the amount of the owner-driver's total remuneration relating to the cost of fuel used in the performance of the services.

8.3 Variable fuel payments *(See clause 21 of the contract)*

Option 1 The hirer will provide fuel to the owner-driver for the performance of the services.

Option 2 The hirer will reimburse the owner-driver for the cost of fuel used in the performance of the services, upon presentation of properly completed documents.

Option 3 The rates specified in clause 8.2 above include all remuneration, including payment for fuel.

Option 4 A variable fuel payment [fuel levy] will be paid as specified below, with the rate to be reviewed:-

weekly	two-weekly	monthly
when the price of fuel varies by more than _____ cents per litre.		

8.4 Costs & expenses paid or reimbursed *(See clauses 14 and 21 of the contract)*

The hirer will reimburse the owner-driver for the following expenses upon presentation of properly completed documents:-

Tolls / weighbridges

Other *(Specify)*

8.5 Method & timing of payment *(See clause 23 of the contract)*

Payment will be made within _____ days of the presentation of a properly completed invoice / payment claim.

Additional payment methods permitted under the contract are:- *(Specify additional permitted methods)*

Note: Under s.10 of the Act , a provision in an owner-driver contract that purports to require a payment to be made more than 30 days after a payment claim is made is to be read as being amended to require the payment to be made within 30 days after the claim is made.

8.6 Rate review *(See clause 25 of the contract)*

The first review will take place in *(specify month)* _____ of *(specify year)* _____

with annual reviews to occur each *(specify month)* _____ thereafter.

8.7 Induction processes *(See clause 7.6 of the contract)*

- Option 1** The rate above includes compensation for participation in customer site inductions and the owner-driver will not be paid any additional remuneration for time spent in such inductions.

- Option 2** The hirer will pay the owner-driver at the rate of \$ _____ per hour for any time spent participating in customer site inductions, where that induction exceeds _____ minutes/hours.

9. Waiting time *(See clause 21 of the contract)*

- Option 1** The rates set out above in clause 8.2 include a component by way of compensation to the owner-driver for time spent in waiting to load or unload the vehicle (waiting time).
- Option 2** The hirer will pay the owner-driver additional payments at the rate set out below for periods of time spent by the owner-driver in any activities or situations set out below, provided that:
- (a) the owner-driver is not reasonably responsible for the delay, and
 - (b) that such delays are promptly notified by radio or telephone to the hirer.
- (Specify activities and situations where waiting time will be paid)*

10. Variations to standard terms

The parties agree that the following terms will apply to the extent of any inconsistency with the terms of the contract:

Dangerous Goods *(Select only if applicable)*

The hirer will be responsible for providing at its own expense all signage, emergency guides and training as required under any applicable law or guidance note, including the *Australian Code for the Transport of Dangerous Goods by Road & Rail*.

Other *(Specify any other alterations or additions)*

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