



# TRUCKSAFE OPERATOR BUSINESS RULES

and Code of Conduct

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## Before you read this document

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This disclaimer governs the use of the TruckSafe Operator Business Rules and Code of Conduct.

The TruckSafe Operator Business Rules and Code of Conduct and related documents contains information. The information is not advice and should not be treated as such. You must not rely on the information in this Agreement and the standards and accreditation guide as an alternative to legal, or other advice, from an appropriately qualified professional. If you have any specific questions about any matter contained herein you must consult an appropriately qualified professional.

Without prejudice, we do not represent, warrant, undertake or guarantee:

- that the information in this Agreement and the standards and accreditation guide is correct, accurate, complete, or non-misleading
- that the use of guidance in this Agreement and the standards and accreditation guide will lead to any particular outcome or result; or
- that by using the guidance in the material provided you have sufficient information to be fully informed of all information about the TruckSafe Accreditation Program. Therefore, you are encouraged to seek the requisite professional advice for your own protection.

The limitations and exclusions of liability in this disclaimer govern all liabilities in relation to the Program, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty.

We will not be liable to you in respect of any losses arising out of any event or events beyond our reasonable control.

We will not be liable to you in respect of any business losses, including without limitation loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities, or goodwill.

We will not be liable to you in respect of any special, indirect, or consequential loss or damage.

This disclaimer will be governed by and construed in accordance with Australian law, and any disputes relating to this disclaimer will be subject to the Courts or other Authority in the jurisdiction of the Australian Capital Territory. Note: In this disclaimer, "we" means (and "us" and "our" refer to) TruckSafe, a business name registered in Australia.

## 1.0 Purpose

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1.1 The purpose of this document is to set out the rules and requirements for operating under the TruckSafe Accreditation Program.

## 2.0 Introduction

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2.1 The TruckSafe Accreditation Program is a voluntary program built around the following core modules:

- Management
- Risk Management
- Driver Health & Wellbeing
- Speed Management
- Fatigue Management
- Mass, Dimension, Loading and Load Restraint Management
- Vehicle Standards (Maintenance) Management

and the additional module:

- TruckSafe Animal Welfare (livestock)

2.2 TruckSafe Accreditation is verified through an external audit process leading to certification by the "TruckSafe Industry Accreditation Council" (TIAC).

2.3 Ongoing compliance to these standards is required to maintain accreditation. This is achieved by Operators conducting internal reviews, quarterly compliance statements and risk assessments as well as successful completion of ongoing external audits.

2.4 Any accreditation of the Operator in other schemes does not exempt participants in the TruckSafe Program from the requirements of the TruckSafe Program or any Road Transport Law.

## 3.0 How this document will be amended

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3.1 The TruckSafe Board of Directors in its sole discretion may amend these rules from time to time. When this occurs, operators will be informed of the amendment(s). The latest version of the Operator Business Rules will be available for download on the TruckSafe website.

## 4.0 Decision making bodies and definitions

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### 4.1 The TruckSafe Board

The TruckSafe Board of Directors is an independent body that meets regularly to:

- Approve the development of the TruckSafe mandatory Core Modules and Additional Modules.
- Approve sanction models and business rules
- Oversee the accreditation body (TIAC), and

- Report to the Management of ATA Board on a regular basis.

The Board can be made up of, but is not limited to, representatives from:

- A Chairperson ratified by the ATA Board
- Three Operator Representatives
- ATA Chief Executive Officer
- A Distribution Channel Representative
- An Insurance Representative
- A Community / Customer Representative
- Two Livestock Representatives
- A Core Provider Representative

## **4.2 TruckSafe Industry Accreditation Council (TIAC)**

The TruckSafe Industry Accreditation Council (TIAC) is an independent body that communicates regularly for the purposes of:

- Reviewing and approving applications for (re)accreditation of operators
- Reviewing and approving audit reports undertaken of an Operator's systems
- setting auditing standards, processes, and guidelines
- Ensuring the auditing of operators is consistent, fair, equitable and independent, provides due process for appeals against decisions, and maintains the integrity of TruckSafe
- Approving and regulating auditor registrations
- Assist in the reviewing of policy and principles of the TruckSafe Program to maintain and enhance the rigor and credibility of the program

This Council maybe constituted by representatives from:

- Industry
- Government
- Community
- Livestock

## **4.3 Australian Trucking Association Council & Board of Management**

Both bodies review and approve recommendations from the TruckSafe Board of Directors.

## **4.4 TruckSafe Secretariat**

The TruckSafe secretariat is responsible for the day-to-day administration and management of the Program.

## 4.5 TruckSafe Definitions

- 4.5.1 **The TruckSafe Board** refers to the independent body responsible for the operation, viability, and strategic development of the TruckSafe program and products.
- 4.5.2 **TruckSafe Industry Accreditation Council (TIAC)** refers to the independent body involved in TruckSafe as described in 4.2.
- 4.5.3 **TruckSafe Program** refers to all the accreditation documents relating to the accreditation process and includes: business rules and code of conduct, TruckSafe standards and guidance materials.
- 4.5.4 **ATA Council** refers to the members that make up the Australian Trucking Association (ATA) and who provide direction on ATA Policies.
- 4.5.5 **ATA Board of Management (BoM)** refers to the Directors of the ATA who are responsible for all ATA activities.
- 4.5.6 **TruckSafe Secretariat** refers to the salaried staff and contractors of the ATA responsible for daily management of the TruckSafe Program.
- 4.5.7 **Core Provider** refers to ATA member organisations authorised to deliver ATA programs.
- 4.5.8 **Operator** refers to an adult individual, partnership or business entity involved in a trucking operation.
- 4.5.9 **Accredited Operator** refers to those trucking companies who have successfully achieved their TruckSafe accreditation.
- 4.5.10 **TruckSafe Auditor** refers to an independent qualified auditor registered by TIAC to conduct entry and compliance audits on behalf of TruckSafe.
- 4.5.11 **TruckSafe Logo** refers to the registered trademark of the ATA that relates to the TruckSafe Program and can be displayed as outlined in Section 15.0.
- 4.5.12 **TruckSafe Vehicle Label** refers to the label or sticker that identifies a TruckSafe accredited operator, as outlined in sections 15.0 and 16.0.
- 4.5.13 **Applicant** refers to an adult individual, partnership or business entity making an application for participation in the TruckSafe Program
- 4.5.14 **Road Transport Law** refers to all law relating to road transport in any state or territory of Australia.
- 4.5.15 **TruckSafe Fee** refers to the fees applicable for membership in the TruckSafe program.
- 4.5.16 **Internal Review and Quarterly Compliance Statement** refers to processes where the operator conducts a self-assessment to verify that the policy and procedures that they have in place are working and are being followed.
- 4.5.17 **Risk Assessment** refers to processes where the operator has a risk-based approach to manage safety and ensure compliance with all requirements of the Master Code.

4.5.18 **Master Code** refers to the Registered Industry Code of Practice (RICP), which was developed in accordance with the Guidelines for industry codes of practice under section 705 of the Heavy Vehicle National Law (HVNL) and assessed as qualifying for registration by the National Heavy Vehicle Regulator (NHVR) under section 706 of the HVNL.

4.5.19 **TruckSafe Animal Welfare** refers to the additional TruckSafe module that is available for livestock industry operators.

4.5.20 **NHVR** refers to National Heavy Vehicle Regulator, Australia's government regulator for all vehicles over 4.5-ton gross vehicle mass in the states of QLD, NSW, ACT, VIC, TAS, and SA.

4.5.21 **NHVAS** refers to the National Heavy Vehicle Accreditation Scheme, a government accreditation scheme administered by the NHVR.

4.5.22 **WAHVA** refers to the Western Australia Heavy Vehicle Accreditation scheme, an accreditation scheme that is operated by the Western Australian government.

4.5.23 **Vehicle** refers to powered vehicle and/or trailing equipment.

4.5.24 **Online Membership Application** refers to an application submitted via the TruckSafe website to become a TruckSafe member. An application received and approved by the TruckSafe secretariat in any other form also constitutes an online membership application for the purpose of this Agreement.

## 5.0 Standards

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5.1 The TruckSafe Standards will be reviewed and updated from time-to-time to:

- Correct any errors or omissions that have been detected
- Ensure Operators continue to meet or exceed any changes in legislative requirements
- Take advantage of advancements being made in technology
- Ensure requirements in the Standards remain relevant

5.2 Where the Standards are updated and the changes are minor, Operators will commence being audited to the updated Standards from the day the update is released.

5.3 Where the Standards have undergone a review with a major update there will be a transition period for Operators to migrate to the new requirements:

- Operators will commence being audited to the new requirements 30 days after the release date
- Any non-conformances incurred must be closed out prior to the audit being submitted to the TIAC for consideration
- The TIAC will exclude any non-conformances directly linked to a requirement introduced for the first time from their decision-making process

5.4 The transition period described in section 5.3 will cease 6 months after the release date of a major update, after which time all non-conformances will be included in the TIAC's decision making process as normal.

Operators will be informed of any changes to the TruckSafe Standards, including the dates of a transition period if applicable. A copy of the latest Standards and Accreditation Guide can be downloaded from the members' area of the [TruckSafe website](#).

## 6.0 Membership

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### 6.1 Requirements

6.1.1 This document and the TruckSafe Standards specify the requirements for:

- Applying to participate in the TruckSafe Industry Accreditation Program
- The terms and conditions for participation in the TruckSafe Program
- Compliance with the Registered Industry Code of Practice Master Code.

6.1.2 By completing and accepting the acknowledgements in the online TruckSafe membership application, and paying membership fees as and when they fall due, your organisation agrees to be bound by the:

- key principles of this program of "Safety" and "Professionalism", and
- terms of the Business Rules (this document), and
- Code of Conduct, and
- TruckSafe Standards (as amended from time to time).

6.1.3 An Operator must be a TruckSafe member and be up to date with their membership fees in order to be eligible for accreditation.

### 6.2 Membership Application

1. Visit the [Join Now](#) page and download an information pack. You can also email us for a pack using our [contact form](#) or by calling us on 02 6253 6900.
2. Download and review the TruckSafe [business rules and code of conduct \(this document\)](#).
3. Complete the [online membership application form](#) and submit.
4. Once your membership application documents are received, we will provide a quote for the cost of your initial membership. The amount on the quote is not negotiable. If you choose to proceed, we will send you an invoice for your initial membership fee, which needs to be paid prior to access being given to the members' area of the TruckSafe website.
5. Using the available resources from the members' area and your own documentation set up your TruckSafe system.
6. Prior to your entry audit, you must have completed the following:
  - collected at least four weeks of TruckSafe records
  - 50 percent or more of your driver must undergo TruckSafe (or equivalent) medicals
  - 100 percent of your vehicles inspected for roadworthiness
  - conducted a risk assessment on the four areas of Chain of Responsibility in the HVNL (speed, fatigue, MDLR and vehicle maintenance), and



- created or updated your policy and procedure manual or organised your documentation on a server or in the cloud.
7. When ready, advise us that you wish to have your entry audit.
  8. We will request confirmation you have met the above requirements and then allocate an auditor for your entry audit.
  9. Your allocated auditor will contact you to confirm an appropriate date and time to conduct the audit. Let us know what other accreditation programs you are in, and what other audits are due, so that we may synchronise dates. We will have the auditor complete as many of the audits as possible in the one visit.

If, after you have requested an auditor, it is found that you have not met the requirements in 11.1.3 when the auditor arrives, a fee may be charged to you for the auditor's time and any associated costs if an audit is not able to be conducted.

## 7.0 Entry to the program

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7.1 An adult individual, partnership or business entity involved in a trucking operation may apply for membership to the program.

7.2 Applicants must complete and submit the online membership application form on the TruckSafe website including accepting all acknowledgements on the form.

7.3 An applicant must include **all** powered vehicles **and** trailing equipment in their fleet on the spreadsheet that forms part of the online application. This includes the registration number, state of registration, make, type, and VIN/Chassis of powered vehicles and trailing equipment, as well as other pieces of equipment to be included in the TruckSafe Program.

7.4 Only the vehicles included on the Operator's TruckSafe equipment list are eligible to be included in any TruckSafe audit. Any changes to those details (including purchase or disposal) **must** be forwarded to us within **7** days of the change taking place. This includes any registration number changes. A non-conformance will be issued at audit for failure to comply with this requirement.

7.5 Applicants must pay a one-off Initial Membership Fee, this includes the cost of the Application Fee and 2 x single site Audits (Entry Audit and first Compliance Audit). An Annual Membership Fee will apply thereafter. Single site 2-yearly compliance audits are included in the fee.

7.6 Where a business has multiple sites that require an auditor to visit each of them, each site must have its own membership as described in sections 7.2 to 7.5. Multiple sites within the same business can have the same accreditation number.

If a business has multiple sites but all their documentation and records are available at a single site (for example via the cloud) only one membership is required. Please contact TruckSafe on 02 6253 6900 for further information.

7.7 Applicants who successfully complete an entry audit and are subsequently approved by the TIAC are referred to as 'Accredited Operators'. They are then issued with an accreditation letter, including an accreditation number, and an

accreditation certificate in accordance with the rules of the program. Accredited Operators are also eligible to display the TruckSafe logo on eligible vehicles.

7.8 All vehicles included in the application for membership to TruckSafe would normally be vehicles owned by the Operator making the application.

7.9 In cases where vehicles are coupled with Operator vehicles, but may be owned by another entity, the Operator making the application accepts total responsibility for, but not limited to, the following:

- Maintenance of vehicles being carried out in the same way and to the same standard as the Operator's vehicles.
- Drivers receive appropriate training as required in the TruckSafe Standards.
- Drivers undergo the TruckSafe medical as required for all Operator drivers.
- Such vehicles are included in all TruckSafe Audits and are managed in accordance with the Business Rules Agreement and Code of Conduct.

7.10 In cases of an application for TruckSafe membership where the Operator does not provide powered vehicles, but does operate a fleet of trailing equipment, the Operator must be able to meet the requirements of section 7.9.

## 8.0 Keeping information up to date

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8.1 The Operator is required to always keep us up to date with their details. This includes the following:

- Compliance officer contact details
- Accounts payable contact details
- Contact phone numbers and email addresses
- Address of the site where the auditor will be attending
- TruckSafe equipment list

8.2 The cost of any travel incurred due to the allocated auditor being required to travel to an address that is different from the one on file because of the Operator failing to update their address will be payable by the Operator.

## 9.0 Fees and charges

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9.1 We reserve the right to amend the TruckSafe schedule of fees and charges at any time. Where an amendment is made all Operators, registered auditors, service providers, and consultants of the TruckSafe program shall be made aware prior to the implementation of any change that applies to them.

9.2 An Operator is required to continue payment of their membership fee irrespective of their membership or accreditation status, including voluntary suspension or any suspension or other sanction imposed by the TIAC.

9.3 If an Operator is overdue with their membership fees, we at our sole discretion may suspend that Operator's access to TruckSafe online resources including the membership area on the TruckSafe website and/or suspend them from receiving important member-only updates/information/documentation sent via email or post. The Operator will have their access restored and updates/information/documentation sent once all the outstanding membership fees for that Operator have been received by us in full.

9.4 An operator that has overdue membership fees:

- Will not be audited even if they have an audit scheduled
- Will not be considered for re-accreditation by the TIAC, and
- May have their membership suspended or terminated as detailed in section 18.0.

If you are experiencing difficulties with the payment of your membership fee, please contact TruckSafe on 02 6253 6900 at the earliest opportunity to discuss your options.

## 10.0 TIAC audit report approval and (re)accreditation

10.1 The TIAC is responsible for the integrity of the TruckSafe Accreditation Program, always ensuring that the audit process, including the approval of all audit reports and (re)accreditation, are reviewed and appropriately scrutinised.

10.2 The TIAC will only approve an audit if they are satisfied the following conditions have been met:

- The Operator has appropriate systems in place to meet the TruckSafe Standards, and
- The Operator has agreed to, and complies with, the Business Rules and Code of Conduct, and
- All non-conformances received during an audit have been closed out in a timely manner and to their satisfaction.

10.3 When approving an audit report the TIAC may request further information from various sources including:

- The auditor
- The Operator
- The secretariat
- Other scheme owners (for example the NHVR, WAHVA, or the ALC)
- State and territory road agencies

10.4 The TIAC may conduct a review of the auditor as described in the **Auditing for TruckSafe** document where it is found the quality of an audit report is below an acceptable standard or a deliberate attempt has been made to provide misleading information.

10.5 Once an audit has been approved, in considering (re)accreditation, the TIAC may use any or all the following criteria to decide whether to:

- approve accreditation
- approve accreditation subject to conditions outlined in section 14.0, or
- not approve accreditation.

These criteria include:

- TruckSafe external audit report on compliance to the TruckSafe Standards.
- Secretariat analysis of the TruckSafe auditor's report
- Operator's recent history of compliance to Road Transport Law
- Information obtained from state transport agencies (where applicable)

- Complaints received by TruckSafe about the Operator prior to entering the TruckSafe Program and during their previous period of accreditation
- Any other information considered by the TIAC to be relevant.

10.6 The TIAC cannot approve an Operator for (re)accreditation without firstly approving that Operators audit report.

10.7 The TIAC can approve an Operator's audit, yet not approve their (re)accreditation.

10.8 The TIAC may choose not to approve an Operator for (re)accreditation and instead require the Operator to:

- Meet additional requirements before accreditation is approved
- Undergo another audit using a different auditor at the Operators own expense
- Exit the program

10.9 The TIAC also reserves the right to request the Operator supply additional information before approving accreditation where there are concerns over the Operator's ongoing ability to meet the TruckSafe Standards, and/or conditions of the Business Rules and Code of Conduct.

## 11.0 Audits

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### 11.1 Entry Audit

11.1.1 A new member must complete their entry audit **within 12 months** otherwise their membership will automatically be cancelled unless an extension has been granted as described in section 11.1.2. The Operator will be required to reapply for membership and pay the appropriate initial membership fee if they wish to continue.

11.1.2 If, after 12 months a new member is close to being ready for their entry audit, they can apply to the TruckSafe Board for a one-off 12-month extension. The maximum amount of time for a new member to complete their entry audit is 24 months if an extension is granted.

**You need to have applied for and be granted an extension from us before the end of the 12-month period to avoid your membership being cancelled.**

11.1.3 The Operator will provide a written request to us to conduct an entry audit by a registered TruckSafe auditor when they are confident that they have met the entry audit requirements contained in section 11.1.5.

11.1.4 We will seek confirmation from the Operator they have met the requirements in section 11.1.5 upon receipt of the request from the Operator.

11.1.5 Prior to the entry audit being conducted, the Operator must ensure the following requirements have been met:

- 100% of powered vehicles and trailing equipment must have undergone a roadworthy inspection within the last 12 months. (An annual "C" service / 200,000km service where a documented inspection is conducted by a suitably qualified person will be accepted. A vehicle less than 12 months old does not require a roadworthy)
- At least 4 weeks of records need to have been kept. Records include inductions, daily checks, vehicle maintenance, medicals, training, risk assessments, fault recording and reporting etc.
- At least 50% of drivers have undergone a TruckSafe medical (or equivalent that meets or exceeds the requirements of the current AFTD commercial medical standards that is less than 3 years old for drivers aged 49 and under, or less than 12 months for drivers aged 50 years and older is acceptable)

- A policy and procedures manual or document library has been created or updated which covers all the requirements of the TruckSafe Standards. A sample manual is available online in the members' portal of the [TruckSafe website](#).
- A risk assessment has been carried out in the following areas of the business:
  - Speed Management
  - Fatigue Management
  - MDLR
  - Vehicle Maintenance

If, after you have requested an entry audit, it is found that you have not met the requirements in 11.1.5 when the auditor arrives, a fee may be charged to you for the auditor's time and any associated costs if an audit is not able to be conducted.

11.1.6 Training in the areas of vehicle daily checks and fault recording and reporting must also be conducted prior to an entry audit. Records must be kept as specified in the current **TruckSafe Standards and Accreditation Guide** and be consistent with the Corporation Act (2001) and the Privacy Act (1988).

11.1.7 The TIAC reserves the right to use a range of information as detailed in 10.3 in addition to the independent audit report when reviewing an initial accreditation application. If an Operator fails to meet the TIAC criteria for approving accreditation, conditional accreditation may be imposed on the Operator as outlined in section 14.0.

11.1.8 Upon completion of a successful Entry Audit and TIAC approval, accreditation is granted for a period not exceeding six months from the initial accreditation date as shown on the Operator's accreditation certificate.

## 11.2 Compliance Audit

11.2.1 To maintain your accreditation, compliance to the Standards, business rules and code of conduct must be maintained.

11.2.2 A compliance audit assesses the effectiveness of the Operator's system by examining and measuring the level of compliance achieved over a given period.

11.2.3 A compliance audit may also be in the form of a triggered audit as described in 11.3.

11.2.4 The Operator must undergo their first compliance audit at a period not exceeding 6 months, or shorter time at the TIAC's discretion, from the initial accreditation date as shown on the Operator's accreditation certificate.

11.2.5 A second compliance audit is required at a period not exceeding 2 years after the first compliance renewal date as shown on the Operator's accreditation certificate, or shorter time at the TIAC's discretion. After that, an Operator is required to undergo further compliance audits at a period not exceeding 2 years from the date of the previous compliance renewal date as shown on the Operator's accreditation certificate, or at a shorter time at the TIAC's discretion.

Where possible TruckSafe will try to align the audit dates of other schemes the Operator may also be enrolled in. The Operator must apply **in writing** to TruckSafe requesting a variation of the renewal date shown on their accreditation certificate, explaining the reason why, and provide a copy of their NHVAS or WAHVA certificate showing the expiry date.

11.2.6 The TIAC may also consider any information that becomes available about the Operator's history of compliance including but not limited to:

- Compliance with Road Transport Law
- The results of any investigation regarding an incident, accident, or regulatory intervention
- Complaints received about the Operator applying for re-accreditation.

Costs for the 2 yearly scheduled single site audits is included in your initial and annual membership fee. All fees need to be up to date prior to any audit taking place. Non-payment of fees will result in suspension of accreditation and may lead to membership being cancelled.

11.2.7 If, after review of the compliance audit report, the TIAC considers an accredited Operator's performance is not satisfactory, the TIAC may decide to:

- Place conditions on their accreditation, and/or
- Request additional documentation, and/or
- Suspend or Terminate accreditation.

11.2.8 If the third option in section 11.2.7 is taken the accredited Operator shall be advised of the reasons why and will be provided 14 days, or a longer time at the discretion of the TIAC, to 'show cause' why accreditation should not be suspended or terminated as described in section 18.0.

### 11.3 Triggered Audits

11.3.1 A triggered audit can be conducted following a complaint or because of other circumstances that are brought to the attention of the TIAC as described in section 18.0.

11.3.2 If, at the conclusion of the triggered audit, the Operator is found not to be complying with the TruckSafe standards or is in contravention of the business rules, sanctions may be applied as described in section 18.0.

11.3.3 A triggered audit may be conducted on part or all the TruckSafe standards as directed by the TIAC.

11.3.4 If an Operator is found to have not complied with the TruckSafe Standards, Business Rules, or Code of Conduct during the triggered audit, the cost of this and any subsequent audits used to confirm compliance will be at the Operator's expense.

11.3.5 If, after review of the triggered audit, the TIAC considers an accredited Operator's performance is not satisfactory, the TIAC may decide to suspend or terminate the Operator's accreditation. If this course of action is taken the Operator shall be advised of the reasons why and be provided 14 days, or a longer time at the discretion of the TIAC, to show cause why accreditation should not be suspended or terminated as described under the complaints process in section 18.0.

## 11.4 Random Audits

11.4.1 At the discretion of the TIAC, a random audit may be conducted at any time, for any reason after accreditation has been granted. This audit can be conducted provided a minimum of 3 days' notice is given to the Operator.

11.4.2 An Operator must not refuse or delay a random audit when informed. Failure to give consent or delay a random audit will result in the immediate suspension of the Operators' accreditation and a 'show cause' why their accreditation should not be terminated as described under the sanctions process in section 18.0.

11.4.3 If at the conclusion of the random audit, the Operator is found:

- not to be complying with the TruckSafe standards, and/or
- is in contravention of this agreement,

sanctions may be applied as described in section 18.0 of this agreement.

11.4.4 A random audit may be conducted on the entire or any part of the TruckSafe standards as directed by the TIAC.

11.4.5 If, after review of the random audit, the TIAC considers an accredited Operator's performance is not satisfactory, the TIAC may decide to impose sanctions on the Operator including suspending or terminating the Operator's accreditation and participation in the program. If this course of action is taken the Operator will be advised of the reasons why and be provided 14 days, or a longer period at the discretion of the TIAC, to 'show cause' why accreditation should not be terminated or suspended as described under the sanctions process in section 18.0.

## 11.5 Audit Timing

11.5.1 An Operator is required to continue paying their membership fee regardless of their accreditation status as outlined in section 9.2.

11.5.2 After their entry audit an Operator may only carry out their first compliance audit no earlier than 2 months and no later than 1 month before the renewal date as shown on their current accreditation certificate.

11.5.3 After their first compliance audit, the Operator is subject to one scheduled compliance audit every accreditation period and may only be carried out no earlier than 6 months and no later than 1 month before the renewal date as shown on their current accreditation certificate.

11.5.4 Any accreditation period must not exceed 2 years unless written confirmation of an extension or grace period has been granted by TruckSafe.

Type of audit	Timing	Complete no earlier than	Complete no later than	Recommended time to complete audit
Entry	Within 12 months when the member can meet the requirements in section 10.1.3	Not applicable	12 months after commencement of membership (or 24 months if extension granted)	Not applicable
First compliance	6 months after initial accreditation	2 months before the renewal date shown on your certificate	1 month before the renewal date shown on your certificate	2 months before the renewal date shown on your certificate
Subsequent compliance	2 years after previous compliance audit	6 months before the renewal date shown on your certificate	1 month before the renewal date shown on your certificate	2 months before the renewal date shown on your certificate

11.5.5 The Operator’s accreditation will cease on the renewal date as shown on their current accreditation certificate unless the Operator has satisfied one of the following:

- received written confirmation of an extension or grace period from us. The confirmation will clearly show the end date of any extension or grace period granted.
- Successfully completed a TruckSafe audit and been re-accredited with a new accreditation certificate showing the new renewal date.

It is the responsibility of the Operator to ensure they have allowed enough time to complete their audit, close out any non-conformances, and have their audit reviewed and approved by the TIAC before the renewal date on their accreditation certificate.

11.5.6 Should the Operator’s accreditation lapse for more than **3 months** beyond the renewal date shown on their current accreditation certificate or the date of any extension or grace period granted, they will be deemed to have exited the TruckSafe program and their membership terminated. The Operator must then re-apply and re-enter the program as a new member, being subject to those requirements including initial membership fee and entry audit.

11.5.7 If an Operator is required to undertake an additional compliance audit as part of a condition placed on their (re)accreditation by the TIAC, that audit will not be covered by the Operator’s annual membership fee. The additional audit will be at the Operator’s own expense, payable to us before an audit is organised. The requirements contained in sections 11.5.4 and 11.5.5 shall still apply.

11.5.8 We will attempt to contact an Operator up to 3 months or more before their audit is due to advise the allocated auditor that has been chosen as defined in section 12.0, and have the Operator update their equipment list. An audit will not be organised until we have received the updated equipment list. The requirements contained in sections 11.5.4 and 11.5.5 shall still apply if we have not received a copy of the equipment list before the expiry of the current accreditation period.

11.5.9 Unless advised by us in writing, the Operator’s compliance audit renewal date is fixed and will not vary irrespective of any extension or grace period granted by us or when an audit is actually conducted.



*For example, if the renewal date was 01 September 2021 and a grace period was granted for 3 months, the next audit renewal date will fall on 01 September 2023 (unless the TIAC determines a shorter period), even if the audit was conducted in November 2021.*

## 12.0 Auditors

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12.1 A TruckSafe auditor is a person who is registered by TruckSafe and:

- Has been successfully inducted by the TruckSafe secretariat, and
- Attends TruckSafe auditor information/training sessions held from time-to-time, and
- Maintains current Professional Indemnity insurance, and
- Maintains their registration with the NHVR as an NHVAS auditor

12.2 It is up to the auditor to ensure they provide updated certificates to us when their current documentation expires. This includes a copy of their:

- Certificate of currency for professional indemnity insurance
- NHVR auditor registration certificate

12.3 Failure of an auditor to provide updated copies of their certificates in a timely fashion may result in audits being allocated to other auditors until such time as the updated documents are received. We will **not** notify the auditor of certificates that are about to expire.

12.4 We will hold information and training sessions from time-to-time. These information and training sessions will only be available for registered TruckSafe auditors and will run for as short a time as possible. It is a requirement that registered auditors participate in these sessions to stay up to date. Auditors who consistently fail to attend *may* have their registration revoked by TIAC.

12.4 The TIAC reserves the right to revoke an auditors' registration at any time.

12.5 We are responsible for allocating the auditor to conduct any TruckSafe audit. Being a registered TruckSafe auditor does not in any way guarantee they will be allocated an audit.

12.6 Any TruckSafe audit conducted without a purchase order issued by the TruckSafe secretariat will not be accepted. The audit findings must also be recorded using the latest version of TruckSafe approved documentation.

12.7 To enable the smooth operation of the TruckSafe program and ensure Operators are (re)accredited before their current accreditation period expires, auditors must abide by the following timeframes:

- Once an auditor receives a purchase order, contact should be made with the Operator as soon as convenient to set an audit date that allows sufficient time for an Operator to close out any non-conformances and have their audit considered by the TIAC **before** their current accreditation period expires
- A finalised audit report without non-conformances should be forwarded to TruckSafe within **7** days of the audit being completed along with an invoice for payment

- If an audit contains non-conformances and cannot be finalised within the timeframe above an INTERIM report should be forwarded to TruckSafe within **7** days of the audit being completed along with an invoice for payment
- The date for any non-conformances to be closed out must be as short as possible. Once the last non-conformance has been closed out the finalised report should be forwarded within **7** days.

12.8 If an auditor encounters an issue with an Operator failing to provide the required documentation to either close out non-conformances or sign the Operator declaration page within the timeframe allocated, they should advise us.

12.9 The allocation of auditors to conduct any TruckSafe audit is at the discretion of the TruckSafe Secretariat. Except in exceptional cases, the secretariat will not allocate the same auditor to conduct more than 2 consecutive TruckSafe audits for the same operator.

12.10 Auditors who are system providers or consultants (either as an individual or a company) that establish or maintain an Operators TruckSafe system cannot conduct any TruckSafe audit for that Operator until they have ceased any services with that Operator for at least 2 years.

12.11 When conducting an audit, an auditor must ensure that the findings of the audit of procedural and systems documentation are verified by observation of processes, inquiry of personnel, and/or physical inspection of vehicle(s) and facilities.

## 13.0 Compliance statements, annual reviews, and risk assessments

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13.1 As a part of the accreditation standards, accredited Operators are to complete the following:

- quarterly compliance statements
- Annual reviews
- Risk assessments

They must record and retain them as required in the TruckSafe Standards.

13.2 The TIAC reserves the right to request copies of any statements, reviews, or assessments be forwarded to TruckSafe for review. Such requests must be actioned without delay.

## 14.0 Conditional accreditation

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14.1 Where the TIAC has concerns about an Operator's ability to meet the ongoing requirements of the TruckSafe Standards and/or business rules, it may decide to accept an application for (re)accreditation subject to any or all the following conditions being met within a nominated time frame as set by the TIAC including:

- a) Increased surveillance of the Operator during the conditional period in the following ways:
  - Random Compliance checks
  - Random audit
  - Compliance audits
  - Triggered audits
- b) Require the Operator to send to us quarterly compliance statements and/or annual reviews and/or risk assessments.

- c) Request further information from the Operator to verify the standards are being met.
- d) Request further information be obtained by the Operator from state transport agencies and/or the relevant state police department to verify on road performance and on road behavior record.
- e) Require a random audit be conducted within a certain time
- f) Restrict use of the TruckSafe logo and vehicle Labels until the conditional period has expired or until the TIAC is satisfied the Operator can meet the TruckSafe Standards, terms of the Business Rules Agreement and Code of Conduct.
- g) Decide to refuse conditional accreditation to the TruckSafe Program at any stage during conditional (re)accreditation and terminate the Operator's application for (re)accreditation. **All monies paid up to that date are ineligible for refund.**
- h) Any other condition considered by the TIAC to be appropriate.

## 15.0 TruckSafe identification and logo

15.1 Only entities that are accredited TruckSafe Operators and whose name appears on the accreditation certificate are permitted to use the TruckSafe logo as detailed in Section 16.0.

15.2 Accredited Operators may display TruckSafe vehicle accreditation labels on powered vehicles, (IE: Prime movers or Rigid). The labels are to remain visible and legible and are to be affixed to the vehicle's driver's side door or cab side fairing, or in some other prominent position on the driver's side of the cabin. The display of TruckSafe vehicle accreditation labels on trailing equipment is also permitted.

15.3 The registration number shown on a vehicle accreditation label must match the registration of the number plate displayed on the powered vehicle or trailing equipment it is attached to.

15.4 Labels can only be purchased for vehicles listed on the TruckSafe database. Only approved labels are to be used. Only one accreditation label can be displayed on a vehicle at any time.

15.5 An accredited Operator must remove any TruckSafe logo and name, including vehicle accreditation labels, and logos on powered or trailing equipment prior to disposal of that piece of equipment.

**The TruckSafe logo is a registered trademark of the Australian Trucking Association and unauthorised use, or misuse, is prohibited. See section 16.0.**

15.6 An accredited Operator may display the TruckSafe logo on stationery, uniforms, company websites and apps, company email, and promotional advertising material directly connected with the business name shown on their accreditation certificate.

15.7 If accreditation is suspended, withdrawn, or terminated for any reason, **ALL use of the TruckSafe logo including vehicle accreditation labels and other labels must cease including removal from all equipment clothing, merchandise, stationary, websites and apps, emails, promotional material etc.**

15.8 Upon suspension, withdrawal or termination, the Operator must provide written advice that the TruckSafe logo and name, including vehicle accreditation labels, logos on trailing equipment and reference on clothing, merchandise,

stationary, websites and apps, emails, promotional material etc, have been removed from use and/or destroyed along with the accreditation certificate and the letter of accreditation as detailed in 16.9.2 and 18.17.

15.9 An accredited Operator is required to use reasonable efforts to account for all authorised vehicle accreditation labels issued. Operators falsely claiming accreditation using the TruckSafe logo, or any other means may be subject to legal action.

15.10 Accredited Operators must inform the TruckSafe secretariat immediately when they become aware of any unauthorised use of the TruckSafe logos, vehicle labels or name by calling 02 6253 6900 or emailing [trucksafe@truck.net.au](mailto:trucksafe@truck.net.au).

## 16.0 TruckSafe logo trademark agreement

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**NOTE:** Use of the word 'agreement' in this section relates to the wording of this section only.

### **SCHEDULE 2**

Goods and Services

The Goods to which this Agreement relates are:

- Identification labels, and
- Stationery, and
- Digital artwork, and
- Any other TruckSafe Decals

The Services to which this Agreement relates are: NIL

### **SCHEDULE 3**

Territory: AUSTRALIA

### **SCHEDULE 4**

Term: Until the date of renewal of accreditation.

### **SCHEDULE 5**



Trade Mark:

## 16.1 Definitions

### 16.1.1 Definitions in this Agreement (Section 16.0):

- (1) “Agreement” means this document. (Which is accepted upon submitting an online membership application)
- (2) “Owner” means Australian Trucking Association Ltd
- (3) “Licensee” means TruckSafe Accredited Operator
- (4) “Business Day” means any calendar day excluding Saturday, Sunday, or any other day, which may be a public holiday, or a bank holiday where an act is to be performed or a payment is to be made
- (5) “Goods” means the goods described in Schedule 2
- (6) “Services” means the services described in Schedule 2
- (7) “Term” means the period described in Schedule 4
- (8) “Territory” means the territory described in Schedule 3; and
- (9) “Trade Marks” means the trademarks described in Schedule 5.

## 16.2 Interpretation

### 16.2.1 Reference to:

- (a) One gender includes the others
- (b) The singular includes the plural, and the plural includes the singular
- (c) A person includes a body corporate
- (d) A party includes the party’s executors, administrators, successors, and permitted assigns
- (e) A statute, regulation or provision of a statute or regulation (“Statutory Provision”) includes:
  - (i) That Statutory Provision as amended or re-enacted from time to time; and
  - (ii) A statute, regulation or provision enacted in replacement of that Statutory Provision; and
- (f) Money is Australian dollars, unless otherwise stated.

### 16.2.2 “Including” and similar expressions are not words of limitation.

### 16.2.3 Headings are for convenience only and do not form part of this Agreement or affect its interpretation.

16.2.4 A provision of this Agreement must not be construed to the disadvantage of a party merely because that party was responsible for the preparation of the Agreement or the inclusion of the provision in the Agreement.

## **16.3 Parties**

16.3.1 If a party consists of more than 1 person, this Agreement binds each of them separately and any 2 or more of them jointly.

16.3.2 An obligation, representation, or warranty in favor of more than 1 person is for the benefit of them separately and jointly.

16.3.3 A party that is a trustee is bound both personally and in its capacity as a trustee.

## **16.4 License**

16.4.1 The Owner grants to the Licensee a non-exclusive license to use the Trade Marks in relation to the demonstration of compliance to the standards of accreditation as set by the Owner throughout the Territory.

## **16.5 Term**

16.5.1 This Agreement commences on the date the Licensee becomes accredited and continues for the Term unless terminated earlier in accordance with the provisions of sections 16.9 and 18.0.

## **16.6 The Licensee's Obligations**

16.6.1 The Licensee must use the Trade Marks only in relation to the Goods and Services within the Territory.

16.6.2 The Licensee must permit the Owner or their authorised representative at all reasonable times to have full access to the premises where the Services are provided to make a full inspection of those Services and of any advertising or other materials or things bearing the Trade Marks.

16.6.3 The Licensee must not use the Trade Marks in any way or do anything that is likely to adversely affect the Owner's reputation, the registration of the Trade Marks or the Owner's rights in the Trade Marks during the Term or afterwards.

## **16.7 Infringement of the Trade Marks**

16.7.1 The Licensee must notify the Owner immediately in writing of any actual, suspected, or anticipated infringement of the Trade Marks of which it becomes aware.

16.7.2 The Licensee must co-operate fully with the Owner in stopping any infringement of the Trade Marks.

16.7.3 The Owner may institute and prosecute an action against any infringement of the Trade Marks at its discretion.

16.7.4 The Licensee must give to the Owner, at the Owner's request, all assistance in relation to the proceedings.

16.7.5 The proceeds from any judgment or settlement made by the Owner in relation to the infringement must be used to reimburse the Licensee for all expenses incurred by it in assisting the Owner and to pay the Owner's costs and expenses. The Owner and the Licensee must share the remainder of the proceeds equally.

## 16.8 Licensee's Indemnity

16.8.1 The Licensee indemnifies the Owner against:

- All losses incurred by the licensee
- All liabilities incurred by the Licensee; and
- All legal costs (on a solicitor and own client or full indemnity basis, whichever is greater) and other expenses incurred by the Owner in connection with a demand, action, arbitration or other proceeding (including mediation, compromise, out of court settlement or appeal); arising directly or indirectly as a result of or in connection with the promotion of the Goods or the Services or any unauthorised use by the Licensee of the Trade Marks.

16.8.2 The Licensee must pay to the Owner all liabilities, costs and other expenses referred to in clause 16.8.1, whether or not the Owner has paid or satisfied them.

## 16.9 Termination

16.9.1 The Owner may terminate this Agreement at any time during its Term immediately by written notice to the other party if:

- (1) The Licensee commits or allows to be committed a breach of any provision of this Agreement and fails to rectify the breach within 14 days after receipt of written notice from the other party specifying the nature of the breach and requiring the party in default to remedy the breach
- (2) The Licensee:
  - (a) Becomes an externally administered body corporate under the Corporations Law
  - (b) Steps are taken by any person towards making it an externally administered body corporate
  - (c) A controller (as defined in section 9 of the Corporations Law) is appointed of any of the property of it or any steps are taken for the appointment of such a person
  - (d) It is taken to have failed to comply with a statutory demand within the meaning of section 459F of the Corporations Law; or
  - (e) A resolution is passed for the reduction of capital of it or notice of intention to propose such a resolution is given, without the other party's prior written consent
- (3) The Licensee's accreditation under the TruckSafe Program is suspended or terminated
- (4) The Licensee sells or otherwise disposes of the business providing the Goods or Services in relation to which the Trade Marks are being used; or
- (5) The Licensee does not use the Trade Marks in relation to the Goods or Services for a period of 3 or more consecutive months.



16.9.2 On the expiration or termination of this Agreement, the Licensee must cease to use the Trade Marks, take down or destroy all signs of the Trade Marks, withdraw all advertising that refers to the Trade Marks and deliver up to the Owner or destroy all things, including, but not limited to, the Goods, packaging, clothing, stationery, and advertising materials on which the Trade Marks are referred to or appear.

16.9.3 Termination of this Agreement does not prejudice any cause of action or claim of any party arising out of a breach of this Agreement by the other party.

## **16.10 Assignment**

16.10.1 The Licensee may not assign or otherwise deal with this Agreement without the prior written consent of the Owner. The Owner is not required to give consent or to justify the withholding of consent.

## **16.11 Variation**

16.11.1 An amendment or variation to this Agreement is not effective unless it is in writing and signed by the owner.

## **16.12 Waiver**

16.12.1 A party's failure or delay to exercise a power or right does not operate as a waiver of that power or right.

16.12.2 The exercise of a power or right does not preclude either its exercise in the future or the exercise of any other power or right.

16.12.3 A waiver is not effective unless it is in writing.

16.12.4 Waiver of a power or right is effective only in respect of the specific instance to which it relates and for the specific purpose for which it is given.

## **16.13 Governing Law**

16.13.1 The law of the Australian Capital Territory governs this Agreement.

16.13.2 The parties submit to the exclusive jurisdiction of the courts of Australian Capital Territory and the Federal Court of Australia and agree that any lawsuit must be heard in those Courts.

## **17.0 Maintaining accreditation**

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17.1 The maintenance of accreditation is dependent upon the accredited Operator's history of compliance, not only with the terms and conditions of the program, but also with all aspects of Road Transport Law.

17.2 Performance is monitored by:

- Compliance Audits
- Complaint investigation
- Random Compliance Checks
- Random Audits

- Triggered Audits
- Exchange of information between the NHVR, WAHVA, road authorities and TruckSafe, the TIAC and TruckSafe secretariat (where applicable).

17.3 Accreditation cannot be transferred between individuals or legal entities with the exception of a change in the registered business name of the same owner. Proof of a change in the form of an ASIC statement is required to update the TruckSafe database.

17.4 Should the Operator sell or close their business the membership will cease on the final day of trading before the sale or closure. Any fees paid will not be refundable.

17.5 If the business has been sold the new owner will not be entitled to take possession of the accreditation and instead will be required to re-enter the program as a new member, including payment of the initial membership fee and undergoing an entry audit.

## 18.0 Complaint investigation, sanctions, suspension, termination, appeals, and exit

18.1 In order to maintain accreditation, the Operator consents to the TIAC using information reported to it for the purpose of substantiating a complaint that has been made. The information is limited to only substantiating complaints against the registered owner of the vehicle(s).

18.2 Where information received suggests that there is reasonable suspicion that an Operator is acting contrary to the TruckSafe standards, or the business rules and Code of Conduct, the TIAC may direct at its discretion, a triggered audit to be conducted.

18.3 The TIAC has the right to investigate complaints received, however it reserves the right not to investigate or respond to mischievous or anonymous complaints.

18.4 Without in any way limiting its discretion, the TIAC may take any or all the following actions:

- Investigate complaints without informing the Operator
- Request an explanation from an Operator to substantiate or refute a complaint
- Request the Operator 'show cause' why a partial or full triggered audit should not be conducted
- Request the Operator 'show cause' why accreditation conditions should not be altered
- Alter accreditation conditions (ie: period between compliance audits)
- Request the Operator 'show cause' why accreditation should not be suspended or terminated
- Immediate termination.

18.5 If, in the opinion of the TIAC, the accredited Operator fails to show 'just cause', then the TIAC will advise the Operator within 14 days that membership is terminated or suspended.

18.6 When determining the sanction to apply to a substantiated non-compliance, consideration will be given to the severity of the case and any mitigating circumstances.

18.7 Sanctions that may be imposed on an accredited Operator may include any or all the following:

- Counselling
- Written warning notice
- Notice to take remedial action within a specified period
- Variation on terms or conditions of accreditation
- Require the Operator to send TruckSafe:
  - Quarterly compliance statements
  - Annual reviews
  - Risk assessments
- Request further information from the Operator to verify the standards are being met
- Request further information be obtained by the Operator, from state transport agencies and/or the relevant state police department to verify on road performance and on road behavior record (where applicable)
- Require a random audit be conducted within a certain time
- Restrict use of the TruckSafe logo and vehicle Labels until a conditional period has expired or until the TIAC is satisfied the Operator can meet the TruckSafe Standards, Business Rules Agreement and Code of Conduct
- Decide to refuse continued membership to the TruckSafe Program at any stage during conditional accreditation and terminate the Operator's application for (re)accreditation. All monies paid up to that date are not eligible for refund
- Issue a 'show cause' notice why membership should not be suspended or terminated
- Immediate suspension or cancellation of accreditation.

18.8 All 'show cause' notices must be responded to within **14 days** from date of email/postage. A longer response period may be determined at the discretion of the TIAC. The final date for a response will be shown on the notice. The TIAC will then consider all information provided before making a decision.

18.9 The Operator will be notified in writing of the TIAC's decision within 14 days of receiving the Operator's reply to a show cause notice. **The decision of the TIAC is final.**

18.10 Any sanction or suspension imposed by the TIAC is in addition to any penalties incurred for the breach of Road Transport Law.

18.11 Providing false or misleading information may be in breach of law and may be grounds for cancellation of accreditation.

18.12 Termination or suspension can result from any of the following circumstances:

- Failure to meet the TruckSafe Standards at either compliance, triggered or random audit
- Failure to meet random compliance checks or requirements
- Contravention of Road Transport Law, but not limited to, any State or Territory motor traffic legislation
- Failure to include and update all equipment on their TruckSafe equipment list

- Breach of any of the terms of this Agreement or the Code of Conduct
- Breach of Terms of Trade.

18.13 The Operator acknowledges that upon termination or suspension of TruckSafe membership, the TIAC reserves the right to notify the NHVR, WAHVA, state and federal government departments, other road transport authorities and their prime contractor (if applicable).

18.14 Any notification described in section 18.13 may be done in writing or by public notice of the suspension or proposed termination.

While an Operator is suspended from the TruckSafe program, whether the suspension is a result of a request by the Operator for voluntary suspension or the result of a TIAC imposed sanction, the Operator's status within the database will be maintained and will therefore continue to be charged annual fees during the period of suspension.

18.15 A TruckSafe Operator may leave the program or give up membership at any time.

This shall require the Operator to:

- Advise the TruckSafe secretariat in writing that they wish to do so
- Destroy/remove all identification items within 14 days and advise the TruckSafe secretariat accordingly
- Remove the TruckSafe logo and all statements about TruckSafe membership from its website, app, and email within 14 days
- Discontinue using any merchandise, clothing, stationery, business cards or other material with the TruckSafe logo or statements about TruckSafe membership within 30 days.

18.16 Any Operator electing to withdraw from the program at any time after submitting an online membership application and becoming a TruckSafe member, or whom has their membership terminated for any reason including those outlined in section 18.12, is **not** entitled to a refund of any fees paid.

18.17 Where an Operator voluntarily withdraws or has their membership terminated from the program, the Operator remains liable for all outstanding fees and charges up to and including the date of receipt of written notification of withdrawal to TruckSafe and shall remain liable until all debts are cleared.



## TRUCKSAFE CODE OF CONDUCT

### Roadworthiness

1. All nominated vehicles operated by the accredited operator must be maintained in a safe and roadworthy condition as outlined in the TruckSafe standards and the Vehicle Standards Regulations.

### Regulations

2. All vehicles are to be maintained in compliance to the appropriate Australian Vehicle Standards and Design Rules (AVSRs and ADRs).
3. No driver shall be required to drive a mechanically unsafe vehicle at any time.

### Driver Health

4. All drivers are to participate in the health screening program as detailed in the standards.
5. Drivers identified, as "Not Fit to Drive" must not be allowed to continue driving.

### Training

6. The accredited operator must maintain commitment to ongoing training as outlined in the standards.

### Management

7. The accredited operator must conduct all business in a safe, professional and legal manner.
8. The accredited operator must conduct regular risk assessments on their business to minimise or eliminate any hazards as required in the HVNL.

9. The accredited operator as well as their employees must be familiar with and address their respective duty of care requirements in accordance with the applicable state/territory Work Health and Safety legislation.
10. Drivers must be afforded sufficient time to conduct trips in a legal, compliant and safe manner.
11. Vehicle's speed limiters shall be maintained to the legal requirement as specified by ADR 65/00 and must in no way be tampered with.
12. Vehicles shall not be, in any manner knowingly overloaded.
13. Prime contractors must not, by their actions or requirements, knowingly force or coerce subcontractors to break the law.

### Driver Specific

14. Drivers must notify their employer if they are not fit for duty prior to commencing their shift.
15. Drivers are expected at all times to obey Road Transport Laws.
16. Drivers are expected to obey the applicable driving hours specific to the state/s of operation in accordance with legislation and take all reasonable steps to manage their fatigue and not drive with high levels of drowsiness.
17. Drivers, where practical, must practice and maintain safe load restraint practices.
18. As the ambassadors of the road transport industry, drivers shall operate their vehicle in a safe and professional manner with consideration to all other road users.
19. Drivers agree to notify their employer or operator immediately should the status or conditions of their driver's license change in any way.

### Animal Welfare

20. TruckSafe Animal Welfare accredited operators agree to abide by the Animal Welfare Standards and Land Transport Standards.

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