



Date: Click or tap to enter a date.

Independent Contractor Agreement

Parties

Mover AU Trading PTY LTD As Flitt

ABN 31 621 231 392

Contractor Click or tap here to enter text Contractors Name.

Contractor ABN Click or tap here to enter ABN text.

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This Agreement is made between:

Mover AU Trading PTY LTD As Flitt

ABN: 31 621 231 392

Email: michael@flitt.it

and

Driver / Contractor

Name: Click or tap here to enter text.

Business Name: Click or tap here to enter text.

ABN: Click or tap here to enter text.

Address: Click or tap here to enter text.

Mobile: Click or tap here to enter text.

Email: Click or tap here to enter text.

Together referred to as "the Parties".

1. Purpose

Flitt operates a delivery platform that connects customers requiring transport services with independent drivers who provide delivery services using their own vehicles, equipment, insurance, and business arrangements.

The Contractor wishes to provide pickup and delivery services through the Flitt platform as an independent contractor.

This Agreement sets out the terms under which the Contractor may access the Flitt platform and perform delivery services.

2. Independent Contractor Relationship

The Contractor acknowledges and agrees that:

- a) The Contractor is engaged as an independent contractor and not as an employee of Flitt.
- b) The Contractor operates their own business and provides services under their own ABN.
- c) The Contractor is responsible for their own tax, GST obligations, superannuation, insurance, licences, permits, vehicle costs, equipment, tools, fuel, maintenance, and business expenses.

- d) The Contractor is not entitled to employee benefits, including annual leave, personal leave, paid public holidays, redundancy pay, workers compensation benefits from Flitt It, or other employee entitlements.
- e) The Contractor may accept or reject delivery opportunities made available through the Flitt platform, subject to platform rules and customer service requirements.
- f) Nothing in this Agreement creates a partnership, employment relationship, agency relationship, or joint venture between the Parties.

3. Contractor Eligibility

Before being approved to provide delivery services, the Contractor must provide evidence of:

- a) Current Australian Business Number.
- b) Current and valid driver licence.
- c) Licence class suitable for the vehicle operated.
- d) Current vehicle registration.
- e) Current vehicle insurance.
- f) Current public liability insurance.
- g) Current marine transit, goods-in-transit, or equivalent freight insurance suitable for the goods being transported.
- h) National Police Check issued within the previous 12 months.
Right to work in Australia.
- i) Signed Flitt onboarding checklist.
- j) Any other documentation reasonably requested by Flitt.

Flitt may refuse, delay, suspend, or cancel approval if the Contractor does not provide satisfactory documents.

4. Insurance Requirements

The Contractor must maintain, at their own cost, all insurances required to perform delivery services safely and lawfully.

At minimum, the Contractor must hold:

- a) Vehicle insurance suitable for business delivery use.
- b) Public liability insurance.
- c) Marine transit, goods-in-transit, or equivalent freight insurance, where applicable.
- d) Any other insurance required by law, contract, vehicle type, or delivery task.

The Contractor must provide certificates of currency or other proof of insurance when requested by Flitt.

The Contractor must immediately notify Flitt if any insurance is cancelled, expires, is refused, is reduced, or becomes unsuitable for the delivery services performed.

The Contractor must not accept or perform delivery work if they do not hold the required insurance.

5. Vehicle and Equipment

The Contractor must provide and maintain their own vehicle and equipment.

The Contractor is responsible for ensuring that:

- a) The vehicle is registered, roadworthy, clean, presentable, and suitable for the delivery task.
- b) The vehicle is suitable for transporting furniture, whitegoods, small goods, or other approved items.
- c) The vehicle does not exceed legal load limits.
- d) Goods can be loaded, restrained, transported, and unloaded safely.

Suitable equipment is available, including where required listed below but not limited to:

- tie-down straps.
- moving blankets.
- protective covers.
- trolley or dolly.
- ramps.
- load restraint equipment.
- personal protective equipment.

The Contractor must not accept work if their vehicle or equipment is unsuitable for the task.

6. Pickup and Delivery Services

The Contractor may provide services including:

- a) Collection and delivery of goods.
- b) Furniture and whitegoods transport.
- c) Heavy equipment transport.
- d) Small goods transport.
- e) On demand courier and local delivery work.
- f) Loading and unloading, where agreed.
- g) Proof of collection and proof of delivery.
- h) Reporting of damage, incidents, delays, or failed deliveries.

The Contractor must complete all accepted delivery tasks safely, professionally, and in accordance with Flitt procedures.

7. Acceptance of Jobs

Delivery jobs will be offered through the Flitt platform.

The Contractor is responsible for reviewing the job details before acceptance, including:

- a) Contact with the client.
- b) Pick-up location.
- c) Delivery location.
- d) Type of goods.

- e) Estimated size and weight.
- f) Access conditions.
- g) Degree of difficulty to move or place goods.
- h) Vehicle requirements.
- i) Equipment requirements.
- j) Customer instructions.
- k) Any additional risks or requirements.

Once a job is accepted, the Contractor must make reasonable efforts to complete the job in accordance with the accepted job details.

If the Contractor cannot safely complete the job, the Contractor must notify Flitt as soon as practicable.

The Contractor acknowledges that job information is provided based on information supplied by customers. The Contractor remains responsible for assessing whether the job can be completed safely with their vehicle, equipment, labour resources and capabilities before accepting the job.

8. Safety Obligations

The Contractor must comply with all applicable road laws, workplace health and safety requirements, transport laws, and Flitt safety procedures and common sense.

The Contractor must:

- a) Always drive safely and lawfully.
- b) Hold the appropriate licence for any vehicle or machinery operated.
- c) Load and restrain goods safely.
- d) Use safe manual handling practices.
- e) Protect customer goods from damage.
- f) Protect customer property from damage.
- g) Use suitable equipment fit for the task.
- h) Not perform work while affected by alcohol, drugs, fatigue, illness, or any condition that may affect safety.
- i) Report hazards, incidents, injuries, near misses, or damage as soon as practicable.
- j) Stop work if the delivery cannot be completed safely.
- k) The Contractor must comply with all applicable Chain of Responsibility obligations, transport legislation, road laws and safety requirements and must not cause or contribute to any breach of those laws.

9. Load Restraint

The Contractor is responsible for ensuring all loads are properly restrained before transport.

The Contractor must ensure:

- a) Goods are secured to prevent movement during transport.

- b) Suitable straps, restraints, blankets, and protective equipment are used.
- c) Loads do not obstruct lights, number plates, mirrors, driver visibility, or vehicle controls.
- d) Loads do not exceed vehicle limits.
- e) Loads are checked before departure and during transport where required.
- f) High-risk, unusual, heavy, or awkward loads are assessed before transport.

The Contractor must not transport an unsafe or unsecured load.

10. Customer Service Standards

The Contractor must provide a professional customer service standard.

The Contractor must:

- a) Communicate respectfully with customers.
- b) Arrive within the accepted delivery timeframe where reasonably possible.
- c) Notify customers or Flitt of delays.
- d) Manage goods carefully.
- e) Follow collection and delivery instructions.
- f) Obtain proof of collection and proof of delivery where required.
- g) Report any damage, access issue, customer no-show, failed delivery, or incident.
- h) Maintain a clean and presentable appearance.
- i) Maintain a clean and presentable vehicle.

11. Photographs and Proof of Delivery

The Contractor must take photographs or upload evidence through the Flitt platform when required.

This will include:

- a) Photos before loading.
- b) Photos after load restraint is completed.
- c) Photos at delivery before unloading.
- d) Photos after delivery is completed.
- e) Photos of damaged goods.
- f) Photos of access issues.
- g) Photos of unusual or high-risk loads.

Photographs may only be used to verify deliveries, report damage, document incidents, support safety compliance, and maintain platform records.

Photographs may also be used for insurance claims, complaint investigations, legal proceedings, compliance activities and dispute resolution purposes.

12. Damage, Loss, and Incidents

The Contractor must immediately report any:

- a) Damage to goods.
- b) Damage to customer property.
- c) Vehicle incident.
- d) Injury or near miss.
- e) Failed delivery.
- f) Customer dispute.
- g) Lost goods.
- h) Unsafe delivery condition.

Refer to: "Driver Incident FLITT- FORM – 001"

The Contractor is responsible for loss, damage, cost, claim, or liability caused by the Contractor's negligence, misconduct, unsafe work practices, failure to secure a load, failure to follow procedures, or breach of this Agreement.

13. Contractor Liability and Indemnity

To the maximum extent permitted by law, the Contractor indemnifies Flitt against any claim, loss, damage, liability, cost, expense, penalty, or demand arising from:

- a) The Contractor's delivery services.
- b) Damage to goods.
- c) Damage to property.
- d) Injury caused by the Contractor.
- e) Unsafe loading, restraint, transport, or unloading.
- f) Breach of road laws or safety laws.
- g) Breach of this Agreement.
- h) Failure to maintain required insurance.
- i) Negligence, misconduct, fraud, or unlawful conduct by the Contractor.

This clause does not apply to the extent the loss is caused by Flitt's own negligence or unlawful conduct.

14. Fees and Payment

The Contractor will be paid for completed delivery jobs in accordance with the rates, fees, or pricing shown or agreed through the Flitt platform via Stripe.

Flitt does not store your credit card details. Payments are securely processed by Stripe, a PCI DSS Level 1 certified payment provider. Card details are encrypted and tokenised so Flitt only receives a secure payment reference, not your full card number.

Where a customer cancels a job after acceptance, fails to provide access, is not present at the collection or delivery location, or materially misrepresents the delivery requirements, Flitt may apply cancellation fees, waiting time charges or job variations in accordance with platform policies.

Additional charges including waiting time, stair fees, additional labour, oversized items, difficult access or extended loading and unloading times must be approved through the

Flitt platform. Contractors must not negotiate additional cash payments directly with customers unless authorised by Flitt.

The Contractor acknowledges that:

- a) Payment is only made for validly completed and approved jobs.
- b) Deductions may apply for cancellations, customer refunds, disputes, damage claims, failed delivery caused by the Contractor, or platform fees where applicable.
- c) The Contractor is responsible for GST registration and GST reporting where applicable.
- d) Flitt may withhold payment where a delivery is under investigation due to damage, fraud, misconduct, complaint, or breach of this Agreement.

15. Tax, GST, and Superannuation

The Contractor is responsible for all tax obligations arising from payments received under this Agreement.

The Contractor must:

- a) Maintain a current ABN.
- b) Notify Flitt if their ABN is cancelled or changed.
- c) Notify Flitt if they are registered for GST.
- d) Account for GST where required by law.
- e) Pay their own income tax, business expenses, and other statutory obligations.

Unless required by law, Flitt is **not responsible** for paying superannuation, PAYG withholding, payroll tax, leave entitlements, or employee benefits to the Contractor.

16. App Use and Technology

The Contractor must use the Flitt Driver App or platform as required.

The Contractor must:

- a) Keep login details secure.
- b) Not allow another person to use their driver profile.
- c) Keep GPS and location services enabled while completing jobs.
- d) Keep notifications enabled.
- e) Keep their phone charged and operational.
- f) Update job status accurately.
- g) Upload required delivery evidence.
- h) Not misuse, copy, reverse engineer, interfere with, or damage the platform.

17. Subcontracting and Substitution

The Contractor must not subcontract, delegate, or allow another person to perform Flitt Its delivery work using the Contractor's profile unless approved in writing by Flitt It.

Any approved substitute driver must complete Flitt onboarding requirements, hold required insurances, and be approved by Flitt before performing work.

18. Confidentiality

The Contractor must keep confidential all information obtained through Flitt It, including:

- a) Customer details.
- b) Customer addresses.
- c) Pricing information.
- d) Platform information.
- e) Business systems.
- f) Internal procedures.
- g) Commercial information.

The Contractor must not use customer information for any purpose other than completing the accepted delivery job.

19. Privacy

The Contractor must handle customer information carefully and only for the purpose of completing delivery services.

The Contractor must not disclose, misuse, sell, copy, retain, or share customer information unless required to complete the delivery or required by law.

Refer to: "Flitt Privacy Policy"

20. Prohibited Conduct

The Contractor must not:

- a) Perform unsafe work.
- b) Transport illegal, prohibited, dangerous, or undeclared goods.
- c) Carry passengers during Flitt Its delivery work unless approved.
- d) Use another person's driver profile.
- e) Accept jobs they cannot safely complete.
- f) Contact customers outside the delivery task for personal or unrelated business.
- g) Demand additional cash payment from customers unless authorised by Flitt.
- h) Damage, misuse, or misrepresent the Flitt brand.
- i) Engage in abusive, threatening, dishonest, discriminatory, or unlawful conduct.
- j) Perform delivery work while affected by drugs, alcohol, fatigue, or illness.

21. Suspension or Deactivation

Flitt may suspend or deactivate the Contractor's access to the platform if:

- a) Required documents expire or are not provided.
- b) Insurance is cancelled, expired, or unsuitable.
- c) The Contractor breaches this Agreement.
- d) The Contractor receives serious customer complaints.

- e) The Contractor damages goods or property.
- f) The Contractor engages in unsafe conduct.
- g) The Contractor misuses the app or customer information.
- h) The Contractor fails to complete accepted jobs.

Flitt reasonably considers suspension necessary to protect customers, drivers, goods, safety, or the platform.

22. Termination

Either Party may terminate this Agreement by giving 7 days written notice to the other Party.

Flitt may terminate this Agreement immediately if the Contractor:

- a) Breaches safety requirements.
- b) Provides false or misleading information.
- c) Fails to maintain required insurance.
- d) Fails to maintain a valid licence, registration, or ABN.
- e) Engages in serious misconduct.
- f) Causes serious damage or risk.
- g) Breaches confidentiality or privacy obligations.
- h) Acts in a way that may damage Flitt's reputation, customers, or platform.

Termination does not affect any rights or obligations that arose before termination.

23. Records and Audit

The Contractor must keep current records relating to licence, registration, insurance, ABN, and compliance.

Flitt may request updated documents at any time.

Failure to provide requested documents may result in suspension or deactivation.

24. Dispute Resolution

If a dispute arises, the Parties agree to first attempt to resolve the matter by discussion and negotiation.

If the dispute remains unresolved, the Parties may agree to mediation before starting legal proceedings, unless urgent legal action is required.

25. Acknowledgement

The Contractor confirms that they:

- a) Have read and understood this Agreement.
- b) Have had the opportunity to obtain independent legal, tax, and insurance advice.
- c) Operate under their own ABN.

- d) Hold the required insurance.
- e) Understand they are responsible for their own tax, insurance, vehicle, equipment, and business costs.
- f) Understand and accept their safety, customer service, and delivery obligations.

26. Executed as a deed poll.

Signed for and on behalf of Mover AU Pty Ltd Trading as Flitt: ABN 31 621 231 392

Name: Click or tap here to enter text.

Position: Click or tap here to enter text.

Signature: Click or tap here to enter text.

Date: Click or tap to enter a date.

Signed by the Contractor:

Name: Click or tap here to enter text.

Business Name: Click or tap here to enter text.

ABN: Click or tap here to enter text.

Signature: Click or tap here to enter text.

Date: Click or tap to enter a date.