

1. Definitions

- 1.1 “Contract” means the terms and conditions contained herein, together with any estimate, order, invoice or other document or amendments expressed to be supplemental to this Contract.
- 1.2 “Crewber” means Crewber Pty Ltd, its successors and assigns or any person acting on behalf of and with the authority of Crewber Pty Ltd.
- 1.3 “Client” means the person/s, entities or any person acting on behalf of and with the authority of the Client requesting Crewber to provide the Services as specified in any proposal, estimate, order, invoice or other documentation provided by Crewber to the Client, and:
- (a) if there is more than one Client, is a reference to each Client jointly and severally; and
 - (b) if the Client is a partnership, it shall bind each partner jointly and severally; and
 - (c) if the Client is a part of a Trust, shall be bound in their capacity as a trustee; and
 - (d) includes the Client’s executors, administrators, successors and permitted assigns.
- 1.4 “Services” means all Services provided by Crewber to the Client, at the Client’s request, from time to time (where the context so permits the terms ‘Services’ and/or ‘Personnel’ shall be interchangeable for the other).
- 1.5 “Personnel” means any individual sent by Crewber to the Client for employment by the Client on a temporary, casual, or part time basis.
- 1.6 “Labour Rates” shall mean charges equivalent to Crewber’s standard hourly rates for work done within Crewber’s standard operating hours, and:
- (a) any Services provided outside these hours will be subject to Crewber’s hourly overtime rates, including on Saturdays and Sundays;
 - (b) will be billed to the Client in 15 minute increments, rounding up to the nearest 15 minute block at all times;
 - (c) hours specified in estimates and invoices will be reflected in real time, e.g. 3 hours and 15 minutes will be reflected as 3:25;
 - (d) in line with Fair Work Australia, Personnel are required to a 20 minute paid break when working 5 hours or more – billing will continue during this time.
- 1.7 “Confidential Information” means information of a confidential nature whether oral, written or in electronic form including, but not limited to, this Contract, either party’s intellectual property, operational information, know-how, trade secrets, financial and commercial affairs, contracts, client information (including but not limited to, “**Personal Information**” such as: name, address, D.O.B, occupation, driver’s license details, electronic contact (email, Facebook or Twitter details), medical insurance details or next of kin and other contact information (where applicable), previous credit applications, credit history) and pricing details.
- 1.8 “Business Day” means a day on which the major trading banks are open for normal business to be conducted, excluding a Saturday, Sunday or public holiday
- 1.9 “Charges” means the price payable (plus any GST where applicable) for the Services, as agreed between Crewber and the Client in accordance with clause 6 below.
- 1.10 “GST” means Goods and Services Tax as defined within the “A New Tax System (Goods and Services Tax) Act 1999” (Cth).

2. Acceptance

- 2.1 The Client is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions if the Client places an order for, or accepts provision, of Services provided by Crewber to the Client.
- 2.2 In the event of any inconsistency between the terms and conditions of this Contract and any other prior document or schedule that the parties have entered into, the terms of this Contract shall prevail.
- 2.3 Any amendment to the terms and conditions contained in this Contract may only be amended in writing by the consent of both parties.
- 2.4 Both parties acknowledge and agree that this Contract does not constitute a partnership between the parties or constitute one party as agent or representative of another.
- 2.5 Electronic signatures shall be deemed to be accepted by either party providing that the parties have complied with Section 14 of the Electronic Transactions (Queensland) Act 2001 or any other applicable provisions of that Act or any Regulations referred to in that Act.
- 2.6 In the event that the Services provided by Crewber are the subject to payment on behalf of the Client via a third party. Irrespective of this clause, the Client acknowledges that at all times they will be responsible for the payment of any monies and agree to honour their obligation for payment in the event that the third party fails to make payment on behalf of the Client.

3. Errors and Omissions

- 3.1 The Client acknowledges and accepts that Crewber shall, without prejudice, accept no liability in respect of any alleged or actual error(s) and/or omission(s):
- (a) resulting from an inadvertent mistake made by Crewber in the formation and/or administration of this contract; and/or
 - (b) contained/omitted in/from any literature (hard copy and/or electronic) supplied by Crewber in respect of the Services.
- 3.2 In the event such an error and/or omission occurs in accordance with clause 3.1, and is not attributable to the negligence and/or wilful misconduct of Crewber; the Client shall not be entitled to treat this contract as repudiated nor render it invalid.

4. Change in Control

- 4.1 The Client shall give Crewber not less than 14 days prior written notice of any proposed change of ownership of the Client and/or any other change in the Client’s details (including but not limited to, changes in the Client’s name, address and contact phone or fax number/s, change of trustees or business practice). The Client shall be liable for any loss incurred by Crewber as a result of the Client’s failure to comply with this clause.

5. Bookings

- 5.1 The Client can make bookings for the Service via phone or e-mail to Crewber. Where the Client has made a booking by e-mail less than forty-eight (48) hours from the intended commencement of the Services, they must confirm such booking with Crewber by phone to ensure that adequate time is allowed to reserve the best Personnel for the Services, and that all the details of the Services to be provided by Crewber are correct. Crewber uses a client booking form, which will be sent to the Client and allows Crewber to have all the relevant details to ensure the Services are provided to the Client as smoothly as possible.
- 5.2 The Client acknowledges that late/emergency bookings less than forty-eight (48) hours from the intended commencement of the Services may be subject to a late booking fee (a minimum of \$50) to reconfigure existing bookings and find suitable Personnel.

- 5.3 In the event the Client needs make an emergency booking, the Client acknowledges that, at an absolute minimum, Crewber requires electronic confirmation that the Client agrees to these terms and conditions; in these circumstances, the Client shall be required to pay a deposit of 80% prior to commencement of the Services. Services will not proceed until either the deposit or remittance advice is received.
- 5.4 For bookings, the Client can contact Crewber as follows:
Mobile: 0431 539 369
E-mail: admin@crewber.com.au
- 6. Charges and Payment**
- 6.1 At Crewber's sole discretion the Charges are calculated on the Labour Rates and shall be either:
- (a) as indicated on any invoice provided by Crewber to the Client for Services provided; or
 - (b) the Charges as at the date of Delivery of the Services according to Crewber's current Labour Hire rates schedule (rates are subject to change upon thirty (30) days written notice by Crewber (including but not limited, increases that occur due to monetary compensation awarded to Personnel pursuant to the Personnel's industry award rates); or
 - (c) Crewber's estimated Charges (subject to clause 6.4). The final Charges can only be ascertained upon completion of the Services. Variances in the estimated Price of more than 10% will be subject to Client approval before proceeding with the Services; or
 - (d) or otherwise for a period of 7 days, and shall specify:
 - (i) the Services to be provided by the Personnel;
 - (ii) the job description of the Personnel;
 - (iii) the commencement and completion dates of the Services;
 - (iv) the site where the Services shall be performed;
 - (v) the Charges payable by the Client for the Services.
- 6.2 The Client acknowledges and agrees that only lunch breaks shall be deducted from total hours billed by Crewber to the Client and that all Personnel working away from home will be paid in accordance with the Living Away From Home Awards as stated by the ATO (<http://law.ato.gov.au>).
- 6.3 Labour Rates will be payable by the Client for any Services carried out by Personnel which are not set out in the schedule of Services contained in any estimate or order, including additional and variation work. A minimum charge for 3 hours' work per individual Personnel working Monday-Saturday or a 4 hour charge, if a Sunday or Public Holiday, shall be payable by the Client. Should Crewber be unable to provide Personnel, the Client will not be charged, but no further discounts will apply.
- 6.4 Variations to the Charges:
- (a) Crewber must be advised by the Client of any specific site or project allowances which may be applicable to the Services (including, but not limited to, meal, travel or tool allowances). In the event the Client fails to advise Crewber of such, all such allowances shall be billed additionally to the Client.
 - (b) Crewber reserves the right to change the Charges if a variation to Services originally scheduled (including the duration of the Services or quantities of any Personnel) is requested (including where clauses 10.1(a) and apply). Variations will be billed for on the basis of the Labour Rates and/or Crewber's estimates, and will be detailed in writing, and shown as variations on Crewber's invoice. The Client shall be required to respond to any variation submitted by Crewber within twenty-four (24) hours. Failure to do so will entitle Crewber to add the cost of the variation to the Charges. Payment for all variations must be made in full at the time of their completion.
- 6.5 At Crewber's sole discretion:
- (a) a deposit of up to 50% of the Charges shall be required for Services over \$2,000 prior to Crewber's confirmation of any booking made by the Client; or
 - (b) for Services priced between \$200 and \$2,000: the Client can secure their booking by completing Crewber's credit security form, or by payment of the Charges in full prior to commencement of the Services; and
 - (c) in the event payment of the deposit is made less than twenty-four (24) hours prior to commencement of the Services, a reasonable administration charge will be applied in addition to the Charges.
 - (d) no Services will commence without a deposit being received, signed purchase order and/or credit card security being provided. No responsibility is accepted for the non-completion of Services when a deposit/purchase order/credit card security is not provided.
- 6.6 Time for payment for the Services being of the essence, the Charges will be payable by the Client on the date/s determined by Crewber, which may be:
- (a) the date specified on any invoice or other form as being the date for payment; or
 - (b) failing any notice to the contrary, the date which is seven (7) days following the date of any invoice given to the Client by Crewber.
- 6.7 If the Client does not pay all amounts they owe Crewber by the date the payment is due, Crewber Pty Ltd may charge you a late fee of 10% of the amount owing per week overdue.
- 6.8 Payment may be made by electronic/on-line banking, or by any other method as agreed to between the Client and Crewber.
- 6.9 The Client shall not be entitled to set off against, or deduct from the Charges, any sums owed or claimed to be owed to the Client by Crewber nor to withhold payment of any invoice because part of that invoice is in dispute. Payments should be made in full with invoices numbers quoted.
- 6.10 Disputes against any invoice relating to discrepancies in, or changes required to be made to, invoices is required to be notified by the Client to Crewber within six (6) days of the Client's receipt of the invoice. Failing such notice, the Client shall not be entitled to set off against, or deduct from the Charges, any sums owed or claimed to be owed to the Client by Crewber, nor to withhold payment of any invoice because part of that invoice is in dispute. Evidence will be required to support any alleged dispute.
- 6.11 GST and other taxes and duties that may be applicable shall be added to the Charges except when they are expressly included in the Charges.
- 6.12 Any queries regarding the Client's account or a payment plan can be directed to: admin@crewber.com.au
- 6.13 All payments are to be made into the following account as on the bottom of the invoice:
CREWBER PTY LTD
BSB: 083 004 Acc: 427 504 195

7. Provision of the Services**7.1** Crewber undertakes to:

- (a) use its best endeavours to provide suitably qualified Personnel to undertake the Services in compliance with the Client's requirements; and
- (b) make the payment of all amounts due to the Personnel under the terms of any relevant industrial instrument or contract; and
- (c) make the payment of all leave entitlements (including, but not limited to, annual leave, sick leave, parental leave and long service leave) if the Personnel is a fulltime employee; and
- (d) deduct the requisite amounts of income tax, fringe benefits tax, pay roll tax and all other applicable deductions as required by Australian law; and
- (e) ensure payment of any other statutory taxes, superannuation contributions and/or levies as required by Australian law; and
- (f) maintain workers compensation insurance for all Personnel, except where state laws specify otherwise.

7.2 Both parties agree that they shall make every endeavour to enable the Services to be provided at the time and place as was arranged between both parties. In the event that Crewber is unable to provide the Services as agreed solely due to any action or inaction of the Client then Crewber shall be entitled to charge a reasonable fee for re-providing the Services at a later time and date.**7.3** The Personnel are required to be present 15 minutes prior to the commencement of their shift to ensure that they are at the correct location and at the correct time; should the Personnel not be present at the allotted time, the Client is required to contact Crewber's operations team for clarity of the situation.**7.4** All operators are required to hold current licenses for machinery and equipment used on site; the Client may request copies of licenses from Crewber prior to the commencement of the Services.**7.5** All Crewber staff and Personnel are covered under Crewber's insurance policy for public liability and worker compensation cover to \$10 million; the Client may contact Crewber should the Client require more details of the insurance.**7.6** The Client acknowledges, where any rostered shift runs over 12 hours, Crewber may roster on new Personnel to complete the shift at standard labour rates, with administration fees applied. Any Personnel requested by the Client to work over 12 hours will be subject to double labour rates for the remainder of the shift.**7.7** Crewber takes no responsibility for broken equipment delivered onsite, or equipment not adequately protected or in incorrect protective cases. Furthermore, should any incident occur, once critical medical attention has been administered (where required) a member of Crewber's operation team must be notified immediately – please see below for list of contacts. An incident report must be written up and submitted to Crewber within 4 hours. Should, after the investigation, it be found that the incident was caused by negligence on the Client's behalf. Crewber will not be liable for any associated costs.**7.8** Notwithstanding clause 7.7, damage to Goods during transport is not the responsibility of Crewber. It is expected that the Client has appropriate insurance.**7.9** Damage to Goods caused by Crewber Personnel must be issued as a separate invoice to Crewber, accompanied by the appropriate documentation such as item specifics, costs, copies of original invoices and insurance reports. A letter from their insurance provider with reference numbers for verification must be provided to Crewber prior to any payments being made. When Goods are covered by insurance, only the excess will be paid.**7.10** No claim will be recognised after the completion of a project.

Contact	Contact Number
Mobile:	0431 539 369
E-mail:	admin@crewber.com.au

8. Replacement Guarantee**8.1** *Temporary Assignment*

- (a) Crewber provides a three (3) hour guarantee, and no charges will be incurred or the fees invoiced, if the Client is in any way dissatisfied with the Personnel supplied and Crewber is informed that the Personnel has been discharged within the three (3) hours after the commencement of the temporary assignment. Should the Personnel be found to be unsatisfactory by the Client at any time after the first three (3) hours after the commencement of the temporary assignment, full charges will apply until notice is received by Crewber from the Client.

9. Employees of Crewber/Non Solicitation**9.1** The Client agrees that during the term of the contract and for a period of six (6) months following the termination of the Contract for any reason, the Client will not:

- (a) attempt to encourage or persuade any contractor/s, employee or consultant of Crewber to terminate their contract or employment with Crewber or utilise in any way an employee or past employee of Crewber (other than through Crewber); and
- (b) the Client acknowledges that the restraints are fair and reasonable for the proper preservation of the goodwill of the business of Crewber.

9.2 The Client agrees that if clause 9.1 is contravened the Client agrees to pay a placement fee equal to fifteen percent (15%) of the employee's annual salary, or the amount of \$5000 as a fee as agreed by the parties prior to the appointment of the candidate. The Client agrees that this placement fee is also applicable if the Client engages Crewber's employees through a different labour hire company.**10. Client's Responsibilities****10.1** The Client agrees that they shall:

- (a) be open and transparent with Crewber regarding their plans and/or requirements for the Services. Should foreseeable issues arise onsite with Services that have not been clearly discussed (e.g. previous install issues, etc.), and Crewber is required to provide onsite management, additional fees shall be charged to the Client;

- (b) have an emergency contact number at all times. If an issue arises requiring urgent instruction and the Client is not contactable Crewber personnel will remain on standby duty at the cost of the Client. If within two (2) hours no one is contactable and the Managing Director of Crewber needs to make executive decisions, Senior Site Management fees will be applied;
 - (c) not alter the site where the Personnel is to undertake any agreed Services without the prior consent of Crewber;
 - (d) at least a minimum of 1 week prior to commencement of a job, confirm receipt of Crewber's email advice pertaining to Personnel booked for the Services. Timesheets are to be provided to Crewber duly signed by the Client's site manager (if there is one) and Crewber's 2IC or supervisor and then emailed to admin@crewber.com at an end of the work/shift. For projects longer than 1 day, timesheets should be submitted daily. For Clients with multiple projects at a site, an individual timesheet should be submitted. Should the timesheet not be signed, Crewber will assume that there is a discrepancy in times and the Client will be required to provide Crewber with evidence to the contrary within twenty-four (24) hours. Any requirement for Crewber to request the timesheets will result in administration fees. Failure to have Crewber Personnel signed timesheets will be at cost to the Client; and
 - (e) treat the Personnel with respect, to speak with them courteously and provide them with clear instruction. If there is any sensitivity regarding the Client's booking, the Client shall make the Personnel aware.
- 10.2 It is the responsibility of the Client to:
- (a) provide supervision of the Personnel to ensure that the Services are carried out to a satisfactory standard; and
 - (b) provide the Personnel with appropriate information, supervision and training to enable them to perform the Services safely; and
 - (c) provide the Personnel with a site specific and job specific induction if necessary. This induction is to be completed before the Personnel commences the Services; and
 - (d) familiarise the Personnel with the Client's operations, facilities, policies and procedures, and properly inform Crewber of any specific requirements of the Services which the Personnel will be required to undertake; and
 - (e) provide safe working conditions and to comply with all statutory and other obligations that are applicable pursuant to Australian law (including but not limited to, Work Health and Safety legislation) applicable to employers and otherwise to treat Personnel as if they were employed by the Client; and
 - (f) effect and maintain insurance cover in respect of any claims which may be made against the Client by the Personnel that arises as a result of the Client's occupation of site, and otherwise in respect of any act or omission in respect of machinery, equipment or vehicle(s) used by the Personnel, and to indemnify Crewber against any such claims; and
 - (g) properly maintain plant and equipment the Client has provided for the provision of the Services to current Australian Standards (this includes regular servicing and all WHS documentation shall be made available to Crewber). Where the Services entail the use of electrical appliances provided by the Client, all appliances/leads need to be tagged and tested in accordance with current Australian Standards – for insurance purposes, Crewber requires the name of the qualified tester, the date the equipment was tested, as well as the expiry of the test; and
 - (h) provide where the Personnel may be required to 'stand down' because of adverse weather conditions a minimum 'stand down' payment of not less than 3 hours per individual or 4 hours for a Sunday or Public Holiday, unless an alternative minimum payment has been agreed between Crewber and the Client in writing;
 - (i) failure to provide the above may result in site management Charges. However, when it is deemed that the Client has failed to provide a suitable work environment or inadequate instruction, the result may be non-completion of work. Crewber will not be responsible for any penalty fees relating to non/late completion.
- 10.3 The Client agrees that it will not request the Personnel to engage in any work or use any equipment that the Personnel are unfamiliar with, or unqualified to use or perform, or have not received adequate training for. In the event the Client uses any Personnel's additional qualifications for work other than the agreed Services, a minimum 3 hour call-out fee for the specialised work will be charged additionally to the Client; admin fees may also apply, depending on the extent of assistance required by Crewber to resolve the issue.
- 10.4 The Client agrees that they will immediately notify Crewber of any variation of duties given to the Personnel that may affect the remuneration payable to the Personnel or may involve additional risk to the Personnel.
- 10.5 The Client agrees that it will immediately notify Crewber of any injury sustained by the Personnel.
- 10.6 The Client acknowledges that they remain responsible for controlling the manner, time and place in which the Personnel shall carry out the Services as assigned by the Client and that in doing so the Client shall be liable for all acts and omissions of the Personnel the same as they would be for any of their own employees.
- 10.7 Crewber shall have public liability insurance of at least \$10m. It is the Client's responsibility to ensure that they are similarly insured and that the Client's insurer is advised that they from time to time engage labour hire that will perform their duties by following the Client's instructions while on Site.
- 10.8 The Client agrees that any working environment in which the Personnel are placed during the period of the engagement will comply with all applicable equal opportunity legislation or regulations. The Client agrees to immediately notify Crewber if the Personnel are involved in a sexual harassment or discrimination claim during the performance of the Services.
- 10.9 The Client acknowledges and agrees that they shall not store with Crewber any hazardous or flammable materials, without first obtaining the approval by Crewber's management. Crewber takes no responsibility for damages to equipment not adequately protected or in suitable boxes, and it is the Client's responsibility to ensure that all equipment is to be wrapped and strapped prior.
- 10.10 All Goods stored by Crewber on behalf of the Client must be covered under the original owner's insurance. Crewber will not be liable for any damage under any circumstance.
- 10.11 The Client acknowledges that Crewber makes no representation or guarantee that the Personnel will achieve a certain level of performance, achieve a certain outcome, solve a particular problem or attain a specific goal.
- 10.12 The Client agrees:
- (a) bookings will only be placed through Crewber's office. This is to ensure the Personnel have adequate insurance whilst on the Client's site; and
 - (b) not to discuss labour rates with the Personnel; and
 - (c) not to employ, contract, subcontract or utilise in any way any Personnel other than through Crewber. Where the Client wishes to do so, they must do so in writing a minimum of 14 days prior to the engagement. Crewber reserves the right to charge the Client a finder's fee, which shall be determined on a case-by-case basis.

11. Confidentiality and Conflict of Interest

- 11.1 Neither party will use the other party's Confidential Information without prior written consent (including, but not limited to, trade secrets, processes, formulas, accounts, marketing, designs, databases and all other information held in any form), except strictly for the purposes contemplated by this Contract, and a party may only disclose the other party's Confidential Information:
- (a) if required by law;
 - (b) to exercise their rights under this Contract;
 - (c) if necessary to perform their obligations under this Contract;
 - (d) if the other party has provided their written consent to the disclosure;
 - (e) if the Confidential Information is already in the public domain (otherwise than as a result of disclosure in breach of this Contract).
- 11.2 Crewber is obliged to remain vigilant to, and to advise the Client of, any conflict of interest that may potentially impact or harm the Client. To avoid conflict of interest and commercial sensitivities, it is agreed by Crewber that any and all information regarding the Client (and their business, commercial agenda and employees) shall remain confidential at all times and shall only be disclosed in the event of legal order or obligation.
- 11.3 The Client acknowledges and accepts that on occasion Crewber Services may extend to other third party companies for the supply of Personnel on the same project, in such an instance Crewber always act in good faith and in a professional manner in respect of all parties.
- 11.4 If performance of the Services by Crewber results in, or is reasonably likely to result in, a conflict of interest of duty with any other work Crewber is performing or has agreed to perform for another party, Crewber will, immediately upon becoming aware of the conflict or reasonable likelihood of the conflict:
- (a) notify the Client of the conflict of interest or duty; and
 - (b) stop or cause Crewber to stop performing the other work which has given or will give rise to the conflict, until such time as the matter is resolved.
- 11.5 If the conflict of interest is not able to be resolved to the reasonable satisfaction of the Client, irrespective of any obligation contained in clause 11, Crewber may terminate the Contract immediately by written notice to the Client without prejudice to any accrued rights or remedies of Crewber.
- 11.6 The obligations of confidentiality shall survive the finalisation or discontinuance of any Contract between the Client and Crewber.

12. Personal Property Securities Act 2009 ("PPSA")

- 12.1 In this clause financing statement, financing change statement, security agreement, and security interest has the meaning given to it by the PPSA.
- 12.2 Upon assenting to these terms and conditions in writing the Client acknowledges and agrees that these terms and conditions constitute a security agreement for the purposes of the PPSA and creates a security interest in all the Client's present and after acquired property being a charge, including anything in respect of which the Client has at any time a sufficient right, interest or power to grant a security interest in for the purposes of securing repayment of all monetary obligations of the Client to Crewber for Services – that have previously been provided and that will be provided in the future by Crewber to the Client.
- 12.3 The Client undertakes to:
- (a) promptly sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which Crewber may reasonably require to;
 - (i) register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register;
 - (ii) register any other document required to be registered by the PPSA; or
 - (iii) correct a defect in a statement referred to in clause 12.3(a)(i) or 12.3(a)(ii);
 - (b) indemnify, and upon demand reimburse, Crewber for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register established by the PPSA or releasing any Service charged thereby;
 - (c) not register a financing change statement in respect of a security interest without the prior written consent of Crewber;
 - (d) not register, or permit to be registered, a financing statement or a financing change statement in relation to the Services in favour of a third party without the prior written consent of Crewber
- 12.4 Crewber and the Client agree that sections 96, 115 and 125 of the PPSA do not apply to the security agreement created by these terms and conditions.
- 12.5 The Client waives their rights to receive notices under sections 95, 118, 121(4), 130, 132(3)(d) and 132(4) of the PPSA.
- 12.6 The Client waives their rights as a grantor and/or a debtor under sections 142 and 143 of the PPSA.
- 12.7 Unless otherwise agreed to in writing by Crewber, the Client waives their right to receive a verification statement in accordance with section 157 of the PPSA.
- 12.8 The Client must unconditionally ratify any actions taken by Crewber under clauses 12.3 to 12.5.
- 12.9 Subject to any express provisions to the contrary nothing in these terms and conditions is intended to have the effect of contracting out of any of the provisions of the PPSA.

13. Security and Charge

- 13.1 In consideration of Crewber agreeing to provide Services, the Client charges all of its rights, title and interest (whether joint or several) in any land, realty or other assets capable of being charged, owned by the Client either now or in the future, to secure the performance by the Client of its obligations under these terms and conditions (including, but not limited to, the payment of any money).
- 13.2 The Client indemnifies Crewber from and against all Crewber's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising Crewber's rights under this clause.
- 13.3 The Client irrevocably appoints Crewber and each director of Crewber as the Client's true and lawful attorney/s to perform all necessary acts to give effect to the provisions of this clause 13 including, but not limited to, signing any document on the Client's behalf.

14. Defects, Warranties and Returns, Competition and Consumer Act 2010 (CCA)

- 14.1 The Client must inspect the Services on completion and must within 24 hours of such time notify Crewber in writing of any evident defect/damage, error or omission, shortage in quantity, or failure to comply with the description or estimate. The Client must notify any other alleged defect in the Services as soon as reasonably possible after any such defect becomes evident. Upon such notification, the Client must allow Crewber to inspect/review the Services.
- 14.2 If Crewber is required to rectify, re-provide, or pay the cost of re-providing the Services under this clause or the CCA, but is unable to do so, then Crewber may refund any money the Client has paid for the Services but only to the extent that such refund shall take into account the value of Services which have been provided to the Client which were not defective.
- 14.3 Nothing in this Contract is intended to have the effect of contracting out of any applicable provisions of the CCA or the FTA in each of the States and Territories of Australia (including any substitute to those Acts or re-enactment thereof), except to the extent permitted by those Acts where applicable.

15. Default and Consequences of Default

- 15.1 Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of 2.5% per calendar month (and at Crewber's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.
- 15.2 If the Client owes Crewber any money the Client shall indemnify Crewber from and against all costs and disbursements incurred by Crewber in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, Crewber's contract default fee, and bank dishonour fees).
- 15.3 If the Client owes Crewber any money, the Client shall indemnify Crewber from and against all costs and disbursements incurred by Crewber in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, Crewber's contract default fee, and bank dishonour fees).
- 15.4 Further to any other rights or remedies Crewber may have under this contract, if the Client has made payment to Crewber, and the transaction is subsequently reversed, the Client shall be liable for the amount of the reversed transaction, in addition to any further costs incurred by Crewber under this clause 15 where it can be proven that such reversal is found to be illegal, fraudulent or in contravention to the Client's obligations under this contract.
- 15.5 Without prejudice to Crewber's other remedies at law Crewber shall be entitled to cancel all or any part of any order of the Client which remains unfulfilled and all amounts owing to Crewber shall, whether or not due for payment, become immediately payable if:
 - (a) any money payable to Crewber becomes overdue, or in Crewber's opinion the Client will be unable to make a payment when it falls due;
 - (b) the Client has exceeded any applicable credit limit provided by Crewber;
 - (c) the Client becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
 - (d) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client.

16. Cancellation

- 16.1 Without prejudice to any other remedies Crewber may have, if at any time the Client is in breach of any obligation (including those relating to payment or where the Client consistently cancels or postpones Services without the required notice) under these terms and conditions then at Crewber's discretion Crewber may suspend or terminate the provision of Services to the Client. Crewber will not be liable to the Client for any loss or damage the Client suffers because Crewber has exercised its rights under this clause.
- 16.2 Crewber may cancel any contract to which these terms and conditions apply, or cancel provision of the Services at any time before the Services have been completed, by giving written notice to the Client. On giving such notice Crewber shall repay to the Client any money paid by the Client for the Services, less any amounts owing by the Client to Crewber for Services already provided. Crewber shall not be liable for any loss or damage whatsoever arising from such cancellation.
- 16.3 Any cancellation by the Client must be made at least six (6) days prior to the booked commencement of the Services, otherwise a minimum call-out charge will be billed for each individual booked for the Services; this also applies to any variation to the number of Personnel booked for the Services. The Client acknowledges that a booking is defined as the total time the Client has engaged Crewber to provide Services to the Client, e.g. if Crewber is engaged for four (4) days, and the Client cancels three (3) of those days within twenty-four (24) hours of the booked commencement of the Services, the Client will be billed a minimum call-out charge per shift, per individual.
- 16.4 In the event that the Client cancels this contract, or provision of the Services, the Client shall be liable for any and all loss incurred (whether direct or indirect) by Crewber as a direct result of the cancellation (including, but not limited to, any loss of profits).

17. Privacy Policy

- 17.1 All emails, documents, images or other recorded information held or used by Crewber is Personal Information, as defined and referred to in clause 17.3, and therefore considered Confidential Information. Crewber acknowledges its obligation in relation to the handling, use, disclosure and processing of Personal Information pursuant to the Privacy Act 1988 ("the Act") including the Part IIIC of the Act being Privacy Amendment (Notifiable Data Breaches) Act 2017 (NDB) and any statutory requirements, where relevant in a European Economic Area ("EEA"), under the EU Data Privacy Laws (including the General Data Protection Regulation "GDPR") (collectively, "EU Data Privacy Laws"). Crewber acknowledges that in the event it becomes aware of any data breaches and/or disclosure of the Client's Personal Information, held by Crewber that may result in serious harm to the Client, Crewber will notify the Client in accordance with the Act and/or the GDPR. Any release of such Personal Information must be in accordance with the Act and the GDPR (where relevant) and must be approved by the Client by written consent, unless subject to an operation of law.
- 17.2 Notwithstanding clause 17.1, privacy limitations will extend to Crewber in respect of cookies where transactions for purchases/orders transpire directly from Crewber's website. Crewber agrees to display reference to such cookies and/or similar tracking technologies, such as pixels and web beacons (if applicable), such technology allows the collection of Personal Information such as the Client's:
 - (a) IP address, browser, email client type and other similar details;
 - (b) tracking website usage and traffic; and
 - (c) reports are available to Crewber when Crewber sends an email to the Client, so Crewber may collect and review that information ("collectively Personal Information")

- In order to enable / disable the collection of Personal Information by way of cookies, the Client shall have the right to enable / disable the cookies first by selecting the option to enable / disable, provided on the website prior to proceeding with a purchase/order via Crewber's website.
- 17.3 The Client agrees for Crewber to obtain from a Credit Reporting Body a credit report containing personal credit information (e.g. name, address, D.O.B, occupation, driver's license details, electronic contact (email, Facebook or Twitter details), medical insurance details or next of kin and other contact information (where applicable), previous credit applications, credit history) about the Client in relation to credit provided by Crewber.
- 17.4 The Client agrees that Crewber may exchange information about the Client with those credit providers and with related body corporates for the following purposes:
- (a) to assess an application by the Client; and/or
 - (b) to notify other credit providers of a default by the Client; and/or
 - (c) to exchange information with other credit providers as to the status of this credit account, where the Client is in default with other credit providers; and/or
 - (d) to assess the creditworthiness of the Client including the Client's repayment history in the preceding two years.
- 17.5 The Client consents to Crewber being given a consumer credit report to collect overdue payment on commercial credit.
- 17.6 The Client agrees that personal credit information provided may be used and retained by Crewber for the following purposes (and for other agreed purposes or required by):
- (a) the provision of Services; and/or
 - (b) analysing, verifying and/or checking the Client's credit, payment and/or status in relation to the provision of Services; and/or
 - (c) processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Client; and/or
 - (d) enabling the collection of amounts outstanding in relation to the Services.
- 17.7 Crewber may give information about the Client to a Credit Reporting Body or relevant institution for the following purposes:
- (a) to obtain a consumer credit report;
 - (b) allow the Credit Reporting Body to create or maintain a credit information file about the Client including credit history.
- 17.8 The information given to Credit Reporting Body may include:
- (a) Personal Information as outlined in 17.3 above;
 - (b) name of the credit provider and that Crewber is a current credit provider to the Client;
 - (c) whether the credit provider is a licensee;
 - (d) type of consumer credit;
 - (e) details concerning the Client's application for credit or commercial credit (e.g. date of commencement/termination of the credit account and the amount requested);
 - (f) advice of consumer credit defaults, overdue accounts, loan repayments or outstanding monies which are overdue by more than sixty (60) days and for which written notice for request of payment has been made and debt recovery action commenced or alternatively that the Client no longer has any overdue accounts and Crewber has been paid or otherwise discharged and all details surrounding that discharge(e.g. dates of payments);
 - (g) information that, in the opinion of Crewber, the Client has committed a serious credit infringement;
 - (h) advice that the amount of the Client's overdue payment is equal to or more than one hundred and fifty dollars (\$150).
- 17.9 The Client shall have the right to request (by e-mail) from Crewber:
- (a) a copy of the Personal Information about the Client retained by Crewber and the right to request that Crewber correct any incorrect Personal Information; and
 - (b) that Crewber does not disclose any Personal Information about the Client for the purpose of direct marketing.
- 17.10 Crewber will destroy Personal Information upon the Client's request (by e-mail) or if it is no longer required unless it is required in order to fulfil the obligations of this Contract or is required to be maintained and/or stored in accordance with the law.
- 17.11 The Client can make a privacy complaint by contacting Crewber via e-mail. Crewber will respond to that complaint within seven (7) days of receipt and will take all reasonable steps to make a decision as to the complaint within thirty (30) days of receipt of the complaint. In the event that the Client is not satisfied with the resolution provided, the Client can make a complaint to the Information Commissioner at www.oaic.gov.au.

18. Service of Notices

- 18.1 Any written notice given under this contract shall be deemed to have been given and received:
- (a) by handing the notice to the other party, in person;
 - (b) by leaving it at the address of the other party as stated in this contract;
 - (c) by sending it by registered post to the address of the other party as stated in this contract;
 - (d) if sent by facsimile transmission to the fax number of the other party as stated in this contract (if any), on receipt of confirmation of the transmission;
 - (e) if sent by email to the other party's last known email address.
- 18.2 Any notice that is posted shall be deemed to have been served, unless the contrary is shown, at the time when by the ordinary course of post, the notice would have been delivered.

19. Trusts

- 19.1 If the Client at any time upon or subsequent to entering in to the contract is acting in the capacity of trustee of any trust ("Trust") then whether or not Crewber may have notice of the Trust, the Client covenants with Crewber as follows:
- (a) the contract extends to all rights of indemnity which the Client now or subsequently may have against the Trust and the trust fund;
 - (b) the Client has full and complete power and authority under the Trust to enter into the contract and the provisions of the Trust do not purport to exclude or take away the right of indemnity of the Client against the Trust or the trust fund. The Client will not release the right of indemnity or commit any breach of trust or be a party to any other action which might prejudice that right of indemnity.

- (c) the Client will not without consent in writing of Crewber (Crewber will not unreasonably withhold consent), cause, permit, or suffer to happen any of the following events;
- (i) the removal, replacement or retirement of the Client as Trustee of the Trust;
 - (ii) any alteration to or variation of the terms of the Trust;
 - (iii) any advancement or distribution of capital of the Trust; or
 - (iv) any resettlement of the trust property.

20. General

- 20.1 The failure by either party to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect that party's right to subsequently enforce that provision. If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
- 20.2 These terms and conditions, and any contract to which they apply, shall be governed by the laws of Victoria, the State in which Crewber has its principal place of business, and are subject to the jurisdiction of the Melbourne Courts in that State.
- 20.3 Subject to clause 14, Crewber shall be under no liability whatsoever to the Client for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Client arising out of a breach by Crewber of these terms and conditions (alternatively Crewber's liability shall be limited to damages which under no circumstances shall exceed the Charges).
- 20.4 Crewber may licence and/or assign all or any part of its rights and/or obligations under this contract without the Client's consent.
- 20.5 The Client cannot and/or assign all or any part of its rights and/or obligations under this contract without the written approval of Crewber.
- 20.6 Crewber may elect to subcontract out any part of the Services but shall not be relieved from any liability or obligation under this contract by so doing. Furthermore, the Client agrees and understands that they have no authority to give any instruction to any of Crewber's sub-contractors without the authority of Crewber.
- 20.7 The Client agrees that Crewber may amend their general terms and conditions for subsequent future contracts with the Client by disclosing such to the Client in writing. These changes shall be deemed to take effect from the date on which the Client accepts such changes, or otherwise at such time as the Client makes a further request for Crewber to provide Services to the Client.
- 20.8 Reference to statutory regulations, ordinances or by-Laws is deemed to extend to all statutory regulations, ordinances or by-Laws amending, consolidation or replacing the same.
- 20.9 Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm or other event beyond the reasonable control of either party.
- 20.10 Both parties warrant that they have the power to enter into this Contract and have obtained all necessary authorisations to allow them to do so, they are not insolvent and that this Contract creates binding and valid legal obligations on them.