

## Courier Agreement

These terms and conditions (the '**Terms**') constitute a legally binding agreement between you and **Town Around Pty Ltd** (ABN 18 622 106 576) a body corporate established under the *Corporations Act 2001 (Cth)* with registered address at 8A Monterey Street, Nollamara 6061, Western Australia (the "**Product Owner**");

In these Terms, the following capitalised terms shall have defined meaning below:

- **Agreement** means these Terms, the Requirements and any schedules and annexures.
- **Codes of Conduct** means our codes of conduct and/or policies for independent contractors available on the Town Around Pty Ltd Courier Portal.
- **Delivery Opportunity** means a notification from the Town Around Pty Ltd Platform to you of the opportunity to complete deliveries from restaurants or other business to consumers in accordance with orders placed by consumers which you may accept.
- **Delivery Run(s)** means a period(s) of time for which you can register your availability to perform Services on the Town Around Pty Ltd Platform.
- **Equipment** means the tools, devices, and any vehicle required to enable you to perform the Services as specified in the Requirements.
- **GST** means goods and services tax levied in accordance with the A New Tax System (Goods and Services Tax) Act 1999 (Cth).
- **Parties** means you and Town Around Pty Ltd.
- **Personnel** means any employees or subcontractors that you engage or employ to provide all or some the Services.
- **Related Entities** means Town Around Pty Ltd and all parent, subsidiary and/or affiliated companies, as well as past and present successors, assigns, officers, owners, directors, agents, representatives, attorneys, and employees.
- **Requirements** means the minimum standards and Equipment that you must fulfil in entering into this Agreement, and in accepting Delivery Opportunities and providing the Services.
- **Service Failure** means any circumstance in which you fail to provide or complete any Service during any registered Delivery Run.
- **Services** means the services to be provided by you to us as described at clause 2 below.
- **Town Around Pty Ltd Platform** means the Town Around Pty Ltd web page or mobile application platform that connects contractors, restaurants and/or other businesses, and consumers.

### 1. General

1. By ticking a box to indicate your acceptance to these Terms on our web page or mobile application, you are entering into a contract with us. You acknowledge and agree that you have had the opportunity to read, understand, and properly consider your obligations and the consequences of this Agreement, and that you agree to be bound by it.
2. This contract is conditional upon you complying (to our satisfaction) with the Requirements within 20 days of accepting the Terms. If you are unable to demonstrate compliance, this condition will not have been met and our contract will be deemed to have not come into effect.
3. You must notify us immediately if for any reason you do not meet the Requirement and you must provide us with all required documents, including licences, permits and consents upon request. You must provide updated documents should any documents previously provided to us expire, or if they are revoked or cancelled for any reason.

4. You expressly consent to us to verifying your documents through such means as we may deem reasonable (including, but not limited to, conducting Australian government and departmental checks).
5. You warrant and represent that you operate an independent business (either as a sole trader, partnership or company) that provides delivery services, and that you meet (and will continue to meet) the Requirements and can provide the Services in accordance with this Agreement.
6. You retain the right to provide services to others and to hold yourself out to the general public as a separately established business. These Terms do not restrict you from providing services for other businesses, customers or consumers at any time, even if that business directly competes with us.

## **2. The Services**

1. We will advertise Delivery Run availability on the Town Around Pty Ltd Platform.
2. You may register your availability to perform Services by registering for specific Delivery Runs.
3. If you register your availability to perform Services in any Delivery Run, you are expected to sign into the Town Around Pty Ltd Platform on your mobile phone (and remain signed in) for the full duration of the Delivery Run, and to remain ready, will and able to receive Delivery Opportunities for that period.
4. During each Delivery Run, we may make available Delivery Opportunities which you may accept via the Town Around Pty Ltd Platform.
5. You are not obliged to accept a Delivery Opportunity offered by us.
6. If you accept a Delivery Opportunity, you will be contractually bound to complete the Services in accordance with this Agreement and in a professional, efficient, diligent and competent manner.

## **3. Operations**

1. You must provide the Services in a timely, efficient, safe, and lawful manner.
2. You acknowledge and agree that while you remain bound by this Agreement:(a) You are free to sign-up to available Delivery Blocks at your discretion;  
(b) You are free to accept or reject the Delivery Opportunities;  
(c) You are not contractually required to provide any particular volume of Services and we are not contractually required to provide you with any particular volume of business.
3. Subject always to clauses 3.1 and 4.1, you have the absolute discretion to control the manner in which the Services are provided. You are not required to follow any suggested route or directions.

## **4. Performance and Personnel**

1. You agree to comply with our Codes of Conduct and any terms of use relating to the Town Around Pty Ltd Platform published from time to time.
2. You will keep secure and confidential, at all times, any login, password(s) or other identification details required to access the Town Around Pty Ltd Platform or as otherwise required in your dealings with us.
3. You are not required to provide Services personally, and may, to the extent permitted by law and subject to this Agreement employ or engage Personnel. You are solely responsible for the direction and control of the Personnel you use to provide the Services.
4. If you use the services of Personnel to provide the Services, the Personnel must comply with this Agreement, which you must make binding by written agreement between you and the Personnel.

5. Neither you nor the Personnel will receive from us, and you acknowledge and agree that neither you nor the Personnel are entitled to receive from us, any wages, loadings, superannuation contributions, paid annual holidays, paid public holidays, long service leave, paid personal leave, PAYG payment summaries, workers compensation cover, or any other statutory or common law employment benefits.
6. If you employ any Personnel you must comply with the provisions of the Fair Work Act 2009 and any other applicable workplace laws.
7. You indemnify us for any and all liabilities, obligations, claims, penalties or costs that we suffer or incur in relation to taxation, superannuation or employment matters for you or for any Personnel.
8. You may be required to submit to checks for records of criminal charges and convictions relating to you (or your Personnel) from time to time. You agree to provide your consent for the results of any such checks to be provided to us and, to the extent that any such checks are facilitated by us, you agree to provide us with any information and consents we may require for such purposes.
9. If you or your Personnel are not an Australian Citizen, you or your Personnel must:
  - (a) obtain and maintain an appropriate valid visa issued by the relevant Australian Government department which enables you or your Personnel to perform the Services; and
  - (b) you or your Personnel must comply with any visa conditions imposed on you or your Personnel.
10. If your, or your Personnel's, visa status changes, you are required to notify us immediately and provide full details and information in respect of your changed circumstances. This Agreement is conditional on, amongst other things, your compliance with clauses 4.9 and 4.10.
11. From time to time, we (or our migration agents) may conduct a Visa Entitlement Verification Online with the relevant Australian Government department to ensure your, or your Personnel's, ongoing compliance with this Agreement. Your and your Personnel's acceptance of this Agreement constitutes your or your Personnel's express consent to us (or our migration agents) undertaking any Visa Entitlement Verification Online.

## **5. Health and safety**

1. You will be responsible for complying with all applicable work health and safety legislation, road and traffic laws, and our work health and safety policies and procedures. You will also be responsible for ensuring that all Personnel comply with all applicable work health and safety legislation, road and traffic laws, and our work health and safety policies and procedures
2. We will provide appropriate work health and safety training to you prior to commencement of the supply of Services by you under this Agreement. You may also be required to undertake, at your own expense, further work health and safety training as determined by us from time to time.
3. You will immediately inform us if you are involved in any accident when using your vehicle while supplying Services, if you are arrested or if you are issued with a fine in respect of an offence while supplying Services. As soon as practicable after any such accident, arrest or fine, You should complete and provide to us an incident report through the Town Around Pty Ltd Portal.
4. You are required to co-operate with us in the event that there is an investigation of any incident or accident, including any workplace safety incident or near miss.

## **6. Expenses**

1. You agree that you are responsible for all costs and expenses arising from your provision of the Services, including, but not limited to, costs related to your Personnel and any Equipment

#### **7. Fees and Payment**

1. You will receive payment for the provision of Services on a weekly basis in accordance with our payment terms into your nominated Australian bank account. All payments from us to you shall be communicated to you via the Town Around Pty Ltd Platform.
2. If you are GST registered, we will generate a recipient created tax invoice (RCTI) on your behalf detailing the fees you will receive for performing Services and you must not issue tax invoices in respect of these supplies. If you are not GST registered, we shall send you a statement detailing the fees you will receive for performing the Services.
3. You understand and acknowledge that:
  - (a) We will not withhold any income tax from any monies or fees paid to you; and
  - (b) You must hold and continue to hold an Australian Business Number (ABN) whilst you provide Services.

#### **8. GST**

1. While it is not an obligation for you to be GST registered, you must keep us updated as to your GST registration status at all times. If you inform us you are GST registered but then cease to be registered for any reason, you must inform us immediately.
2. If any taxable supply made by a party under these Terms is subject to GST and you are registered for GST, the party making the supply may, in addition to consideration for the supply, recover an additional amount on account of GST.
3. The additional amount payable under this clause:
  - (a) is equal to the consideration payable to you for the relevant supply multiplied by the prevailing GST rate; and
  - (b) is payable at the same time and in the same manner as the consideration for the supply to which the additional amount relates.

#### **9. Relationship of Parties**

1. You acknowledge and agree that you provide the Services as an independent contractor. Nothing in this Agreement shall be taken to create any employment relationship, partnership or other joint venture or enterprise between Town Around Pty Ltd and you. You acknowledge and agree that you are not an employee of ours or of any restaurant by operation of this Agreement. You acknowledge and agree that you are providing Services on behalf of yourself and your business.
2. Neither party has the right to bind the other by contract or otherwise except as specifically provided in these Terms.
3. Nothing in these Terms, and no verbal or written communication between the parties, whether prior to or after these Terms will be construed as an express or implied employment agreement or a promise by Town Around Pty Ltd to employ you, any Personnel or any of your agents or representatives.

#### **10. Insurance and permits**

1. At all times, you must effect and maintain, at your own expense:
  - (a) Compulsory Third Party (CTP) motor vehicle insurance; and
  - (b) any other insurances required by law or reasonably requested by us (which may include public liability insurance and comprehensive motor vehicle insurance).
2. You hold all permits, licenses or approvals which may be required under any local laws to perform the Services.

3. You must, on request, promptly provide us with evidence of the insurance cover obtained by you in accordance with this clause, including certificates or currency and policy terms (including exclusions).

#### **11. Service Disputes**

1. You are responsible for the rectification of any errors and omissions in the provision of the Services.
2. In the event there is a Service Failure, you will not be entitled to payment, or part-payment, for any part of the Services affected by the Service Failure, as determined in our reasonable discretion.

#### **12. Dispute Resolution**

1. If there is a dispute between us, each party must use good faith efforts to resolve the dispute informally.
2. If after twenty (20) business days the dispute is not resolved the parties may, by agreement, refer the dispute to the Resolution Institute, for facilitation of a mediation in accordance with their Mediation Rules. Town Around Pty Ltd will meet the reasonable cost of a mediation arising from an agreement to refer a dispute made under this clause.
3. No court or other arbitration proceeding may be commenced, other than an action seeking urgent interlocutory relief without first complying with clauses 12.1 and 12.2.
4. You agree that any claim you may have against us, including past and present related entities, officers, directors, employees and agents, must be brought individually and you shall not join such claim with claims of any other person or entity or bring, join or participate in a class action against us.
5. This clause will remain operative after the Agreement has ended and notwithstanding its termination.

#### **13. Termination**

1. Either party may immediately terminate the Agreement and end the relationship between you and us for any or no reason on the giving of seven (7) days written notice (including via email and notification by to you by us via the Town Around Pty Ltd Portal).
2. In the event that the Agreement is terminated, we are only liable to pay you for any Services provided up to the date of termination.
3. Termination of the Agreement will not release you from liability in respect of any breach, non-performance of any obligation or Service Failure by you prior to the date of termination.

#### **14. Indemnity**

1. You are liable for and agree to indemnify us and any of our Related Entities, against any liability and any loss or damage directly arising out of your (or your Personnel's) acts, omissions, breach of contract or otherwise in relation to your provision of Services, except to the extent that liability or loss directly arises out of our negligent acts or omissions.
2. Each indemnity in these Terms is a continuing obligation separate and independent from other obligations and survives termination of these Terms.
3. It is not necessary for us to incur expense or make payment before enforcing a right of indemnity conferred by these Terms.

#### **15. Further legal terms**

1. These Terms and the Requirements record the entire agreement between the parties and replaces and supersedes all prior agreements whether written or otherwise in relation to its subject matter.

2. A party may only waive a breach of these Terms in writing signed by that party or its authorised representative.
3. The Agreement may only be amended in writing signed personally or by electronic means by the parties.
4. If any provision of these Terms is for any reason found by a court of competent jurisdiction to be unenforceable, the remainder of these Terms will continue in full force and effect.
5. You represent and warrant that you have reviewed and understand Town Around Pty Ltd 's Privacy Policy. By using the Town Around Pty Ltd Platform, you consent to all actions taken by us with respect to your information in accordance with Town Around Pty Ltd 's Privacy Policy.
6. You acknowledge that products and services, including the Town Around Pty Ltd Platform, and all rights therein shall remain the property of Town Around Pty Ltd (or its licensors).
7. Each party has entered into this Agreement without relying on the representation by any other party or any person purporting to represent that party.
8. You must not assign or transfer any rights or obligations under this Agreement to any person.
9. Nothing in this Agreement nor your provision of the Services shall operate as to grant you any rights:
  - (a) in the product or services; or
  - (b) in our company name, logo, trademarks or that of our Related Entities or the right to use such company name, logo, or trademarks.

**16. Governing Law**

1. These Terms are governed and construed by the laws of western Australia . The parties submit to the jurisdiction of the courts of Western Australia , and courts of appeal from them.

If you agree to our terms Agreement please sign here

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Date:-