

The 24/7 Group Pty Ltd – Terms & Conditions of Trade

1. Preamble

- 1.1 All Equipment and/or Services of The 24/7 Group Pty Ltd, whether gratuitous or not, are supplied subject to these Conditions and:
- (a) The provisions of Part I shall apply to the provision of all General Services;
 - (b) The provisions of Part II shall apply to the provision of Cleaning Services;
 - (c) The provisions of Part III shall only apply to the provision of Labour Hire (including supply of Incidental Items).

PART I - GENERAL CLAUSES

2. Definitions

- 2.1 "Contract" means the terms and conditions contained herein, together with any Quotation, order, invoice or other document or amendments expressed to be supplemental to this Contract.
- 2.2 "24/7" shall mean The 24/7 Group Pty Ltd, its successors and assigns or any person acting on behalf of and with the authority of The 24/7 Group Pty Ltd.
- 2.3 "Customer" means the person/s, entities or any person acting on behalf of and with the authority of the Customer requesting The 24/7 Group Pty Ltd to provide the Services as specified in any proposal, quotation, order, invoice or other documentation, and:
- (a) if there is more than one Customer, is a reference to each Customer jointly and severally; and
 - (b) if the Customer is a partnership, it shall bind each partner jointly and severally; and
 - (c) if the Customer is a part of a Trust, shall be bound in their capacity as a trustee; and
 - (d) includes the Customer's executors, administrators, successors and permitted assigns.
- 2.4 "Incidental Items" means any goods, documents, designs, drawings or materials supplied, consumed, created or deposited incidentally by 24/7 in the course of it conducting, or supplying to the Customer, any Services.
- 2.5 "Services" mean all Services supplied by 24/7 to the Customer at the Customer's request from time to time.
- 2.6 "Equipment" means all Equipment including any accessories supplied on hire or "free on loan" (where no rental charge is due) by 24/7 to the Customer (and where the context so permits shall include any supply of Services). The Equipment shall be as described on the invoices, quotation, authority to hire, or any other work authorisation form provided by 24/7 to the Customer.
- 2.7 "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.
- 2.8 "Guarantor" means that person (or persons) who agrees to be liable for the debts of the Customer on a principal debtor basis.
- 2.9 "Intellectual Property Rights" shall mean all present and future rights in relation to copyright, trademarks, designs, patents, trade, business or Company names, trade secrets, confidential or other proprietary rights, or any rights to registration of such rights whether created before or after the date of a Contract, whether existing in Australia or otherwise.
- 2.10 "Invoice" shall mean an invoice as determined the Australian Taxation System and Australian Taxation Office.
- 2.11 "Quotation" shall mean a quote, a tender, or a submission, made verbally or in writing, to the Customer to undertake Services for the Customer and is accepted by the Customer.
- 2.12 "WHS&E" means Work Health and Safety Act 2011 and Environmental Protection Act 1994 and any amendments in which the Services that are current at the time of execution of the Contract.
- 2.13 "Charges" means the Charges payable (plus any GST where applicable) for the Services as agreed between 24/7 and the Customer in accordance with clause 6 of this Contract.
- 2.14 "GST" means Goods and Services Tax as defined within the "A New Tax System (Goods and Services Tax) Act 1999" (Cth).

3. Acceptance

- 3.1 The Customer is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions if the Customer places an order for, or accepts Services provided by THE 24/7 GROUP PTY LTD.
- 3.2 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.
- 3.3 Any amendment to the terms and conditions contained in this Contract may only be amended in writing by the consent of both parties.
- 3.4 The Customer acknowledges that the supply of Services on credit shall not take effect until the Customer has completed a credit application with 24/7 and it has been approved with a credit limit established for the account.
- 3.5 In the event that the supply of Services request exceeds the Clients credit limit and/or the account exceeds the payment terms, 24/7 reserves the right to refuse Delivery.
- 3.6 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.

4. Errors and Omissions

- 4.1 The Customer acknowledges and accepts that 24/7 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 24/7 in the formation and/or administration of this Contract; and/or
 - (b) contained in/omitted from any literature (hard copy and/or electronic) supplied by 24/7 in respect of the Services.
- 4.2 In the event such an error and/or omission occurs in accordance with clause 4.1 and is not attributable to the negligence and/or willful misconduct of 24/7; the Customer shall not be entitled to treat this Contract as repudiated nor render it invalid.

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5. Change in Control

- 5.1 The Customer shall give 24/7 not less than fourteen (14) days prior written notice of any proposed change of ownership of the Customer and/or any other change in the Customer's details (including but not limited to, changes in the Customer's name, address, contact phone or fax number/s, change of trustees, or business practice). The Customer shall be liable for any loss incurred by 24/7 as a result of the Customer's failure to comply with this clause.

6. Charges and Payment

- 6.1 At 24/7's sole discretion the Charges shall be either:
- (a) as indicated on any invoice provided by 24/7 to the Customer; or
 - (b) the Charges as at the date of Delivery of the Services according to 24/7's current Charges list; or
 - (c) 24/7's quoted Charges (subject to clause 6.2) which will be valid for the period stated in the quotation or otherwise for a period of thirty (30) days.
- 6.2 24/7 reserves the right to change the Charges:
- (a) if a variation to the Services which are to be supplied is requested; or
 - (b) if a variation to the Services originally scheduled (including any applicable plans or specifications) is requested; or
 - (c) where additional Services are required due to the discovery of hidden or unidentifiable difficulties (including, but not limited to, unforeseen circumstances such as poor weather conditions, limitations to accessing the site, safety considerations, prerequisite work by any third party not being completed) which are only discovered on commencement of the Services.
- 6.3 Variations will be charged for on the basis of 24/7's quotation, and will be detailed in writing, and shown as variations on 24/7's invoice. The Customer shall be required to respond to any variation submitted by 24/7 within five (5) working days. Failure to do so will entitle 24/7 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.
- 6.4 At 24/7's sole discretion a non-refundable deposit may be required.
- 6.5 Time for payment for the Services being of the essence, the Charges will be payable by the Customer on the date/s determined by 24/7, which may be:
- (a) on Delivery of the Services; or
 - (b) before Delivery of the Services; or
 - (c) by way of instalments/progress payments in accordance with 24/7's payment schedule; or
 - (d) twenty-eight (28) days following the end of the month in which a statement is posted to the Customer's address or address for notices; or
 - (e) the date specified on any invoice or other form as being the date for payment; or
 - (f) failing any notice to the contrary, the date which is seven (7) days following the date of any invoice given to the Customer by 24/7.
- 6.6 Payment may be made by electronic/on-line banking, credit card (banking on-charge costs may apply), or by any other method as agreed to between the Customer and 24/7.
- 6.7 24/7 may in its discretion allocate any payment received from the Customer towards any invoice that 24/7 determines and may do so at the time of receipt or at any time afterwards. On any default by the Customer 24/7 may re-allocate any payments previously received and allocated. In the absence of any payment allocation by 24/7, payment will be deemed to be allocated in such manner as preserves the maximum value of 24/7's Purchase Money Security Interest (as defined in the PPSA) in the Services.
- 6.8 The Customer shall not be entitled to set off against, or deduct from the Charges, any sums owed or claimed to be owed to the Customer by 24/7 nor to withhold payment of any invoice because part of that invoice is in dispute.
- 6.9 Unless otherwise stated the Charges does not include GST. In addition to the Charges, the Customer must pay to 24/7 an amount equal to any GST 24/7 must pay for any supply by 24/7 under this or any other agreement for providing 24/7's Services. The Customer must pay GST, without deduction or set off of any other amounts, at the same time and on the same basis as the Customer pays the Charges. In addition, the Customer must pay any other taxes and duties that may be applicable in addition to the Charges except where they are expressly included in the Charges.
- 6.10 The Customer acknowledges and agrees that the Customer's obligations to 24/7 for the supply of Services shall not cease until:
- (a) the Customer has paid 24/7 all amounts owing for the Services; and
 - (b) the Customer has met all other obligations due by the Client to 24/7 in respect of all Contracts between 24/7 and the Customer and until then 24/7's ownership or rights in respect of the Services, and this Contract, shall continue.

7. Provision of the Delivery

- 7.1 At 24/7's sole discretion delivery ("Delivery") of the Services shall take place when the Services are supplied to the Customer at the Customer's nominated address.
- 7.2 24/7 may deliver the Services by separate instalments. Each separate instalment shall be invoiced and paid for in accordance with the provisions in these terms and conditions.
- 7.3 Any time specified by 24/7 for Delivery of the Services is an estimate only and 24/7 will not be liable for any loss or damage incurred by the Customer as a result of Delivery being late. However, both parties agree that they shall make every endeavour to enable the Services to be supplied at the time and place as was arranged between both parties. In the event that 24/7 is unable to supply the Services as agreed solely due to any action or inaction of the Customer then 24/7 shall be entitled to charge a reasonable fee for re-supplying the Services at a later time and date.

8. Risk

- 8.1 Irrespective of whether 24/7 retains ownership of any Incidental Items all risk for such items shall pass to the Customer as soon as such items are delivered to the Customer and shall remain with the Customer until such time as 24/7 may repossess the Incidental Items in accordance with clause 6.10. The Customer must insure all Incidental Items on or before Delivery.
- 8.2 24/7 reserves its right to seek compensation or damages for any damage, destruction or loss suffered in relation to the Incidental Items as a result of the Customer's failure to insure in accordance with clause 21.

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9. Personal Property Securities Act 2009 (“PPSA”)

- 9.1 In this clause, financing statement, financing change statement, security agreement, and security interest has the meaning given to it by the PPSA.
- 9.2 Upon assenting to these terms and conditions in writing the Customer acknowledges and agrees that these terms and conditions constitute a security agreement for the purposes of the PPSA and creates a security interest in:
- (a) all Incidental Items previously supplied by 24/7 to the Customer;
 - (b) all Incidental Items will be supplied in the future by 24/7 to the Customer; and
 - (c) all the Customer’s present and after acquired property being a charge, including anything in respect of which the Customer 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 Customer to 24/7 for Services – that have previously been provided and that will be provided in the future by 24/7 to the Customer.
- 9.3 The Customer 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 24/7 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 9.3(a)(i) or 9.3(a)(ii);
 - (b) indemnify, and upon demand reimburse, 24/7 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 Incidental Items charged thereby;
 - (c) not register a financing change statement in respect of a security interest without the prior written consent of 24/7;
 - (d) not register, or permit to be registered, a financing statement or a financing change statement in relation to the Incidental Items in favour of a third party without the prior written consent of 24/7.
- 9.4 24/7 and the Customer agree that sections 96, 115 and 125 of the PPSA do not apply to the security agreement created by these terms and conditions.
- 9.5 The Customer waives their rights to receive notices under sections 95, 118, 121(4), 130, 132(3)(d) and 132(4) of the PPSA.
- 9.6 The Customer waives their rights as a grantor and/or a debtor under sections 142 and 143 of the PPSA.
- 9.7 Unless otherwise agreed to in writing by 24/7, the Customer waives their right to receive a verification statement in accordance with section 157 of the PPSA.
- 9.8 The Customer must unconditionally ratify any actions taken by 24/7 under clauses 9.3 to 9.5.
- 9.9 Subject to any express provisions to the contrary (including those contained in this clause 9), nothing in these terms and conditions is intended to have the effect of contracting out of any of the provisions of the PPSA.

10. Collateral & Assignment

- 10.1 24/7 hereby charges all its right, title and interest in the property or properties referred to in the Customer’s Credit Application and also any property or properties or other assets capable of being charged, that it owns currently or may acquire in the future solely or jointly or have or become to have a beneficial interest in, in favour of 24/7, with the due and punctual observance and performance of all the obligations of the Customer (including, but not limited to, the payment of any money). The Customer indemnifies 24/7 against all expenses and legal costs (on a solicitor/own client basis) for preparing, lodging and removing any caveat.
- 10.2 The Customer hereby acknowledges that 24/7 may at its discretion register and lodge a caveat(s) on such property or properties in respect of the interests conferred on it under clause 10.1. Such registration of a caveat by 24/7 over the Customer’s property or properties must not be challenged by the Customer in any way whatsoever, and the Customer agrees not to take any steps in filing a “lapsing notice” via the Land Titles Office to have the caveat removed, until such time that the Customer has paid all monies owing by it to 24/7 as claimed from time to time.
- 10.3 The Customer irrevocably appoints 24/7 and each director of 24/7 as the Customer’s true and lawful attorney/s to perform all necessary acts to give effect to the provisions of this clause 10 including, but not limited to, signing any document on the Customer’s behalf.

11. Defects, Warranties and the Competition and Consumer Act 2010 (CCA)

- 11.1 The Customer must inspect 24/7’s Services on completion of the Services and must within seventy-two (72) hours notify 24/7 in writing of any evident defect in the Services or Incidental Items provided (including 24/7’s workmanship) or of any other failure by 24/7 to comply with the description of, or quote for, the Services which 24/7 was to supply. The Customer must notify any other alleged defect in 24/7’s Services or Incidental Items as soon as is reasonably possible after any such defect becomes evident. Upon such notification the Customer must allow 24/7 to review the Services or Incidental Items that were provided.
- 11.2 Under applicable State, Territory and Commonwealth Law (including, without limitation the CCA), certain statutory implied guarantees and warranties (including, without limitation the statutory guarantees under the CCA) may be implied into these terms and conditions (**Non-Excluded Guarantees**).
- 11.3 24/7 acknowledges that nothing in these terms and conditions purports to modify or exclude the Non-Excluded Guarantees.
- 11.4 Except as expressly set out in these terms and conditions or in respect of the Non-Excluded Guarantees, 24/7 makes no warranties or other representations under these terms and conditions including, but not limited to, the quality or suitability of the Services. 24/7’s liability in respect of these warranties is limited to the fullest extent permitted by law.
- 11.5 If the Customer is a consumer within the meaning of the CCA, 24/7’s liability is limited to the extent permitted by section 64A of Schedule 2.
- 11.6 If 24/7 is required to rectify, re-supply, or pay the cost of re-supplying the Services under this clause or the CCA, but is unable to do so, then 24/7 may refund any money the Customer has paid for the Services but only to the extent that such refund shall take into account the value of Services and Incidental Items which have been provided to the Customer which were not defective.
- 11.7 Nothing in this Contract is intended to have the effect of contracting out of any applicable provisions of the Fair Trading Acts 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.

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12. Default and Consequences of Default

- 12.1 Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and a half percent (2.5%) per calendar month (and at 24/7's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.
- 12.2 If the Customer owes 24/7 any money the Customer shall indemnify 24/7 from and against all costs and disbursements incurred by 24/7 in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, 24/7's contract default fee, and bank dishonour fees).
- 12.3 Further to any other rights or remedies 24/7 may have under this Contract, if a Customer has made payment to 24/7, and the transaction is subsequently reversed, the Customer shall be liable for the amount of the reversed transaction, in addition to any further costs incurred by 24/7 under this clause 12 where it can be proven that such reversal is found to be illegal, fraudulent or in contravention to the Customer's obligations under this Contract.
- 12.4 Without prejudice to 24/7's other remedies at law 24/7 shall be entitled to cancel all or any part of any order of the Customer which remains unfulfilled and all amounts owing to 24/7 shall, whether or not due for payment, become immediately payable if:
- (a) any money payable to 24/7 becomes overdue, or in 24/7's opinion the Customer will be unable to make a payment when it falls due;
 - (b) the Customer has exceeded any applicable credit limit provided by 24/7;
 - (c) the Customer 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

13. Confidential Information

- 13.1 The Customer and 24/7 must:
- (a) keep all Confidential Information in a secure and confidential manner;
 - (b) disclose the Confidential Information to any person other than as permitted under this Contract;
 - (c) use the Confidential Information only for the purposes of this Contract;
 - (d) not copy or seek to copy any Confidential Information unless required to do so for the purpose of discharging its obligations under this Contract; and
 - (e) immediately notify 24/7 of any suspected or actual unauthorised use, copying or disclosure of Confidential Information; and
 - (f) if required by the Customer, execute a deed of confidentiality.
- 13.2 The Customer and 24/7 may disclose Confidential Information to persons who have a need to know (and only to the extent that each has a need to know) for the purposes of performing its obligations under this Contract, provided it;
- (a) has obtained the prior written consent of the other;
 - (b) advises any person to whom it discloses Confidential Information that the information is confidential; and
 - (c) uses reasonable endeavors to ensure that any person to whom Confidential Information is disclosed complies with substantially the same obligations in respect of the Confidential Information as those imposed on each party under the Contract.
 - (d) each party must, on demand, return to the other party any document supplied to them, their employees or agents;

14. Dispute Resolution

- 14.1 If a dispute arises between the parties under this Contract, then either party shall send to the other party a notice of dispute in writing adequately identifying and providing details of the dispute. Within fourteen (14) days after service of a notice of dispute, the parties shall confer at least once, to attempt to resolve the dispute. At any such conference each party shall be represented by a person having authority to agree to a resolution of the dispute. In the event that the dispute cannot be so resolved either party may by further notice in writing delivered by hand or sent by certified mail to the other party refer such dispute to arbitration. Any arbitration shall be:
- (a) referred to a single arbitrator to be nominated by the President of the Institute of Arbitrators Australia; and conducted in accordance with the Institute of Arbitrators Australia Rules for the Conduct of Commercial Arbitration.

15.1 Cancellation

- 15.1 Without prejudice to any other remedies 24/7 may have, if at any time the Customer is in breach of any obligation (including those relating to payment) under these terms and conditions 24/7 may suspend or terminate the supply of Services to the Customer. 24/7 will not be liable to the Customer for any loss or damage the Customer suffers because 24/7 has exercised its rights under this clause.
- 15.2 24/7 may cancel any contract to which these terms and conditions apply or cancel Delivery of Services at any time before the Services are commenced by giving written notice to the Customer. On giving such notice 24/7 shall repay to the Customer any money paid by the Customer for the Services. 24/7 shall not be liable for any loss or damage whatsoever arising from such cancellation.
- 15.3 In the event that the Customer cancels Delivery of the Services the Customer shall be liable for any and all loss incurred (whether direct or indirect) by 24/7 as a direct result of the cancellation (including, but not limited to, any loss of profits).

16. Privacy Policy

- 16.1 All emails, documents, images or other recorded information held or used by 24/7 is Personal Information, as defined and referred to in clause 16.3, and therefore considered Confidential Information. 24/7 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"). 24/7 acknowledges that in the event it becomes aware of any data breaches and/or disclosure of the Clients Personal Information, held by 24/7 that may result in serious harm to the Customer, 24/7 will notify the Customer 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 Customer by written consent, unless subject to an operation of law.
- 16.2 Notwithstanding clause 16.1, privacy limitations will extend to 24/7 in respect of Cookies where transactions for purchases/orders transpire directly from 24/7's website. 24/7 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 Customer's:

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- (a) IP address, browser, email client type and other similar details;
 - (b) tracking website usage and traffic; and
 - (c) reports are available to 24/7 when 24/7 sends an email to the Customer, so 24/7 may collect and review that information ("collectively Personal Information") In order to enable / disable the collection of Personal Information by way of Cookies, the Customer 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 24/7's website.
- 16.3 The Customer agrees for 24/7 to obtain from a credit reporting body (CRB) 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 Customer in relation to credit provided by 24/7.
- 16.4 The Customer agrees that 24/7 may exchange information about the Customer with those credit providers and with related body corporates for the following purposes:
- (a) to assess an application by the Customer; and/or
 - (b) to notify other credit providers of a default by the Customer; and/or
 - (c) to exchange information with other credit providers as to the status of this credit account, where the Customer is in default with other credit providers; and/or
 - (d) to assess the creditworthiness of the Customer including the Customer's repayment history in the preceding two (2) years.
- 16.5 The Customer consents to 24/7 being given a consumer credit report to collect overdue payment on commercial credit.
- 16.6 The Customer agrees that personal credit information provided may be used and retained by 24/7 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 Customer'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 Customer; and/or
 - (d) enabling the collection of amounts outstanding in relation to the Services.
- 16.7 24/7 may give information about the Customer to a CRB for the following purposes:
- (a) to obtain a consumer credit report;
 - (b) allow the CRB to create or maintain a credit information file about the Customer including credit history.
- 16.8 The information given to the CRB may include:
- (a) Personal Information as outlined in 16.3 above;
 - (b) name of the credit provider and that 24/7 is a current credit provider to the Customer;
 - (c) whether the credit provider is a licensee;
 - (d) type of consumer credit;
 - (e) details concerning the Customer'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 Customer no longer has any overdue accounts and 24/7 has been paid or otherwise discharged and all details surrounding that discharge(e.g. dates of payments);
 - (g) information that, in the opinion of 24/7, the Customer has committed a serious credit infringement;
 - (h) advice that the amount of the Customer's overdue payment is equal to or more than one hundred and fifty dollars (\$150).
- 16.9 The Customer shall have the right to request (by e-mail) from 24/7:
- (a) a copy of the Personal Information about the Customer retained by 24/7 and the right to request that 24/7 correct any incorrect Personal Information; and
 - (b) that 24/7 does not disclose any Personal Information about the Customer for the purpose of direct marketing.
- 16.10 24/7 will destroy Personal Information upon the Customer'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.
- 16.11 The Customer can make a privacy complaint by contacting 24/7 via e-mail. 24/7 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 Customer is not satisfied with the resolution provided, the Customer can make a complaint to the Information Commissioner at www.oaic.gov.au.
- 17. Service of Notices**
- 17.1 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.
 - (f) 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.
- 18. Trusts**
- 18.1 If the Customer at any time upon or subsequent to entering into the Contract is acting in the capacity of trustee of any trust ("Trust") then whether or not 24/7 may have notice of the Trust, the Customer covenants with 24/7 as follows:
- (a) the Contract extends to all rights of indemnity which the Customer now or subsequently may have against the Trust and the trust fund;

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- (b) the Customer 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 Customer against the Trust or the trust fund. The Customer 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 Customer will not without consent in writing of 24/7 (24/7 will not unreasonably withhold consent), cause, permit, or suffer to happen any of the following events:
 - (i) the removal, replacement or retirement of the Customer 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.

19. General

- 19.1 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.
- 19.2 These terms and conditions and any contract to which they apply shall be governed by the laws of the state in which 24/7 has its principal place of business and are subject to the jurisdiction of the courts in that state.
- 19.3 Subject to clause 12, 24/7 shall be under no liability whatsoever to the Customer for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Customer arising out of a breach by 24/7 of these terms and conditions (alternatively 24/7's liability shall be limited to damages which under no circumstances shall exceed the Charges of the Services).
- 19.4 24/7 may licence and/or assign all or any part of its rights and/or obligations under this Contract without the Customer's consent.
- 19.5 The Customer cannot licence or assign without the written approval of 24/7.
- 19.6 24/7 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 Customer agrees and understands that they have no authority to give any instruction to any of 24/7's subcontractors without the authority of 24/7.
- 19.7 The Customer agrees that 24/7 may amend their general terms and conditions for subsequent future contracts with the Customer by disclosing such to the Customer in writing. These changes shall be deemed to take effect from the date on which the Customer accepts such changes, or otherwise at such time as the Customer makes a further request for 24/7 to provide Services to the Customer.
- 19.8 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.
- 19.9 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.

Part II – Cleaning Services

20. Contract Term

- 20.1 The commencement date shall be the date of the first Delivery of the Services, or from the date of signing a Contract, whichever, is the earlier. The Contract shall be for the period ("initial term") as agreed between both parties and shall revert to a monthly roll over basis automatically, thereafter, unless agreed otherwise until terminated by either party by giving at least thirty (30) days required notice as defined in the Contract prior to the expiration date of the initial term or any additional term.
- 20.2 The Customer acknowledges and accepts that the Charges stated will remain fixed for an initial period of twelve (12) months from the date of the Contract and will then be subject to revision on the basis of the movement in the Consumer Charges Index (CPI).

21. Insurance

- 21.1 The Customer shall ensure, and acknowledges that, it has sufficient Insurance Coverage to cover all Services and/or Incidental items provided to the Customer by 24/7 until such times as ownership of these Services and/or Incidental items passes to the Customer.
- 21.2 24/7 shall have in place comprehensive Workers Compensation and Public Liability Insurances to cover all its employees. Certificate of Currency will be provided to the Customer annually under the contract.
- 21.3 24/7 may at its discretion use independent contractors to provide the Services. 24/7 takes care to ensure that these independent contractors are competent, trained and independently insured and meet any other applicable regulatory requirements. Certificate of Currency for such insurances will be provided to the Customer annually upon request.

22. 24/7 Responsibilities

- 22.1 24/7 obligations under a Contract shall be limited to:
 - (a) the planned and scheduled provisions of the Services, as detailed in the Contract or quotation; and
 - (b) 24/7 shall supply all the necessary cleaning equipment required to carry out any Services stated
 - (c) 24/7 agrees to carry out the Services as agreed between both parties' time perimeters and will be defined at the time of signing and accepting the Contract or as agreed; and
 - (d) any Services not specified in the quotation will be undertaken at an additional cost to the Customer and shall be charged for on the basis of 24/7 hourly rate applicable and shall be invoiced in accordance with clause 6.2.
- 22.2 The Customer shall be responsible for any additional consumables or chemicals supplied by 24/7 outside of the Contract terms after Delivery of the Services, unless agreed by the Customer and 24/7 at the time of quotation.
- 22.3 24/7 will provide suitable qualified personnel to carry out the Services.
- 22.4 24/7 will review the Services undertaken by 24/7 and provide a report to Customer as outlined in the Contract or as agreed.

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23. Customer Responsibilities

- 23.1 The Customer shall:
- (a) ensure any cleaning equipment or any materials supplied by the Customer are safe, free from tampering and are in full working order; and
 - (b) notify 24/7 prior to the commencement of the Services, all hazards, slippery surfaces, risks or dangers, ingrained dirt or grime that may be present at the premises; and
 - (c) move any heavy items (including, but not limited to whiteware, bookshelves, furniture, etc.) prior to commencement of the Services where such scope includes cleaning behind or underneath such items;
- 23.2 24/7 shall not be responsible for the:
- (a) disposal of health risk items, however, the removal of these items by 24/7 may (at the sole discretion of 24/7) be charged to the Customer in addition to the Charges; and
 - (b) relocation of furniture or equipment heavier than fifteen kilograms (15kgs), subject to 23.1
- 23.3 24/7 may, at its discretion notify the Customer that it requires to store at the premises equipment and products required for the Services, in which event the Customer shall supply 24/7 a safe area for storage and shall take all reasonable efforts to protect all items so stored from possible destruction, theft or damage. In the event that any such items are destroyed, stolen or damaged then the cost of repair or replacement shall be the Customer's responsibility.
- 23.4 The Customer will:
- (a) provide a safe and environmentally friendly worksite for 24/7 to provide the Works as defined by the WHS&E;
 - (b) promptly pay 24/7 for all Services provided in terms of the contract and as agreed if no contract exists; and
 - (c) promptly advise 24/7 if any Services do not meet the Clients expectation or the Contract terms and conditions.
- 23.5 The Customer agrees to provide 24/7 adequate time to, resolve (as outlined in clause 16 Dispute Resolution) and rectify work issues prior to undertaking the cancellation of a 24/7 Services program or instigating any legal action in relation to the Services.

Part III – Labour Hire

24. Provision of the Services

- 24.1 24/7 undertakes to: use its best endeavors to provide suitably qualified Personnel to undertake the Services in compliance with the Client's requirements; and make the payment of all amounts due to the Personnel under the terms of any relevant industrial instrument or contract; and 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 deduct the requisite amounts of income tax, fringe benefits tax, pay roll tax and all other applicable deductions as required by Australian law; and ensure payment of any other statutory taxes, superannuation contributions and/or levies as required by Australian law; and maintain workers compensation insurance for all Personnel, except where state laws specify otherwise.

25. Labour Hire

- 25.1 24/7 undertakes to: use its best endeavors to provide suitably qualified Personnel to undertake the Works in compliance with the Client's requirements; and make the payment of all amounts due to the Personnel under the terms of any relevant industrial instrument or contract; and 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 deduct the requisite amounts of income tax, fringe benefits tax, pay roll tax and all other applicable deductions as required by Australian law; and ensure payment of any other statutory taxes, superannuation contributions and/or levies as required by Australian law; and maintain workers compensation insurance for all Personnel, except where state laws specify otherwise.
- 25.2 24/7's quotation shall specify: the Works to be provided by the Personnel; the job description of the Personnel; the commencement and completion dates of the Works; the site where the Works shall be performed; the Price payable by the Client for the Works.
- 25.3 24/7 must be advised by the Client of any specific site or project allowances which may be applicable. All such allowances (including, but not limited to, meal, travel or tool allowances) shall be on-charged to the Client accordingly.
- 25.4 The Client acknowledges that only lunch breaks shall be deducted from total hours charged by 24/7 to the Client.
- 25.5 The Client agrees that they shall supply to 24/7 (on the day specified by 24/7) a duly authorised timesheet to enable 24/7 to pay the Personnel when due.
- 25.6 It is the responsibility of the Client to: provide supervision of the Personnel to ensure that the Works are carried out to a satisfactory standard; and provide the Personnel with appropriate information, supervision and training to enable them to perform the Works safely; and provide the Personnel with a site specific and job specific induction if necessary. This induction is to be completed before the Personnel commences the Works with the Client; and familiarise the Personnel with the Client's operations, facilities, policies and procedures, and properly inform 24/7 of any specific requirements of the job which the Personnel will be required to undertake; and 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 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 24/7 against any such claims; and properly maintain plant and equipment; and provide where the Personnel may be required to 'stand down' because of adverse weather conditions a minimum 'stand down' payment of not less than four (4) hours per individual, unless an alternative minimum payment has been agreed between 24/7 and the Client in writing.
- 25.7 The Client agrees that it will not request the Personnel to engage in any work or use any equipment that the Personnel is unfamiliar with, or unqualified to use or perform, or have not received adequate training for.

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- 25.8 The Client agrees that they will immediately notify 24/7 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.
- 25.9 The Client agrees that it will immediately notify 24/7 of any injury sustained by the Personnel.
- 25.10 The Client acknowledges that they remain responsible for controlling the manner, time and place in which the Personnel shall carry out the Works 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.
- 25.11 In no circumstances shall 24/7 be liable for any personal injury resulting in injury or death, loss and/or damage or expense arising out of, or caused by, any act or omission of the Personnel whether or not any such act or omission is negligent, and the Client acknowledges and agrees to indemnify 24/7 against all such liability whether alleged or proved. The Client is to include all Personnel in the Client's own public liability insurance cover.
- 25.12 The Client agrees that any working environment in which the Personnel is placed during the period of the engagement will comply with all applicable equal opportunity legislation or regulations. The Client agrees to immediately notify 24/7 if the Personnel is involved in a sexual harassment or discrimination claim during the performance of the Works.
- 25.13 The Client acknowledges that 24/7 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.
- 25.14 The Client agrees not to employ, contract, subcontract or utilise in any way an employee or past employee of 24/7 (other than through 24/7) for a period of no less than twelve (12) months after that employee's last employment with 24/7. The Client agrees that if this clause is contravened 24/7 will be able to invoice the Client at its current hourly rate the hours that the employee has been employed, contracted, subcontracted or utilised in any way by the Client and agrees to pay said invoice in accordance with the standard payment terms contained in this contract.

26. Employees of 24/7

- 26.1 The Customer agrees not to employ, approach, make offer of employment contract, subcontract or utilise in any way an employee, subcontractor, past employee or past subcontractor of 24/7 (other than through 24/7) within twelve (12) months of that person's last employment with the 24/7.
- 26.2 The Customer agrees that if clause 26.1 is contravened 24/7 will be able to invoice the Customer at its current hourly rate the hours that the employee or subcontractor has been employed, contracted, subcontracted or utilised in any way by the Customer and agrees to pay said invoice in accordance with the standard payment terms, equal to three (3) months contained in this contract.

27. Access

- 27.1 The Customer shall ensure that 24/7 has clear and free access to the worksite at all times to enable them to undertake the Services. 24/7 shall not be liable for any loss or damage to the premises (including, without limitation, damage to pathways, driveways and concreted or paved or grassed areas) unless due to the negligence of 24/7.
- 27.2 24/7 shall reserve the right to charge for any delay where access arrangements are not adhered to and shall include, but not be limited to the access key/s not left out and/or provision of access codes where applicable. The Customer agrees that if scheduled clear access is not given or only partially given as agreed upon and sufficient notice period is not adhered to, the Customer agrees to pay 24/7 all costs and outlays, including loss of income, incurred by 24/7 and these costs are an additional sum to any contract or quotation and the Customer will provide a separate Services order for the same.
- 27.3 A notice period of twenty-four (24) hours is required for the rescheduling of Services. Should the Customer not provide clear access then clause 27.2 shall apply.