



SPORTS AID PTY LTD
TERMS AND CONDITIONS

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These terms and conditions (**Agreement**) are between **we, us or our** (Sports Aid Pty Ltd ACN 664 104 385) and **you**, the person accepting these terms and conditions.

Acceptance

You have requested the service provision of Umpires/Referees, First Aid Responders, Sports Trainers, Coaching, Convenors and Marshals, and accept the terms and conditions of this Agreement by ticking a box online indicating your acceptance of this Agreement.

Background

- A. We are in the business of providing Umpires/Referees, First Aid Responders, Sports Trainers, Coaching, Convenors and Marshals at organised school, community sport and other types of events.
- B. You are organising such an event and have requested that we provide our Services to you.

Services

In consideration of your payment of the Price, we will provide the Services in accordance with this Agreement, whether ourselves or through our Personnel.

We will use reasonable commercial endeavours to ensure that our Personnel providing the Services have your requested Skill Level. We may, in our sole discretion, substitute any of our Personnel with a different Skill Level.

Orders

During the Term, you may issue requests for further Services (**Order Request**) by notifying us in writing, over the phone or by any other process which we may advise to you from time to time.

We may, at our discretion, accept or reject an Order Request. If we accept the Order Request, we will issue an Order, and the Order will be binding on the Parties in accordance with the terms of the Agreement and the Order.

Short Notice Booking Fee

If you contact us to make a booking within three days of the Event Date (**Short Notice Booking**), additional fees apply as follows:

- a) bookings made with 48 hours or less notice incur an additional fee of 5%, and
- b) bookings made with 24 hours or less notice incur an additional fee of 10%.

We reserve the right to not accept any Short Notice Bookings.

Variations

All variations to the Services must be agreed in writing between the Parties and will be priced in accordance with any schedule of rates provided by us, or otherwise as reasonably agreed between the Parties. If we consider that any instruction or direction from you constitutes a variation to the scope of our obligations under these terms and conditions, then we will not be obliged to comply with such instruction or direction unless agreed in accordance with this clause.

Rescheduling and Cancellations

Rescheduling

If you need to reschedule your Event Date for any reason other than inclement weather, you must provide us with at least 48 hours' notice prior to the original scheduled Event Date. Subject to our availability, we will use reasonable endeavours to work with you to reschedule your Event Date.

If you request to reschedule an Event Date less than 48 hours' prior to the scheduled Event Date, other than for inclement weather, this will be considered a cancellation.

You must notify us via email at least 4 hours prior to our Arrival Time if you are required to reschedule the Event Date or cancel the Event due to inclement weather.

Cancellations

You must contact us via email if you would like to cancel the provision of Services under an Order. If you contact us less than 48 hours prior to the scheduled Event Date, you agree to pay us 20% of the Price. You acknowledge and agree that this is a genuine pre-estimate of our loss as a result of your cancellation, due to our blocking of your Event Date from other clients, and our preparation and planning time involved in preparing for the provision of the Services.

Payment

In consideration for us providing the Services, you agree to pay us:

- (a) the Deposit (if any); and
- (b) the balance of the Price; and
- (c) at the end of each month

in accordance with the Payment Terms.

When applicable, GST is payable on the Price and will be clearly shown on our invoices. You agree to pay us an amount equivalent to the GST imposed on these charges.

If any payment has not been made in accordance with the Payment Terms, we may (at our absolute discretion, and without prejudice to any of our rights or remedies under this Agreement or at law):

- (a) after a period of 5 Business Days from the relevant due date, cease providing the Services, and recover, as a debt due and immediately payable from you, our reasonable additional costs of doing so (including all recovery costs); and/or
- (b) charge interest at a rate equal to the Reserve Bank of Australia's cash rate, from time to time, plus 2% per annum, calculated daily and compounding monthly, on any such amounts unpaid after the relevant due date in accordance with the Payment Terms.

Premises

You agree to provide us (and our Personnel) with access to the Premises (and the facilities at the Premises) and any other premises as is reasonably necessary for us to provide the Services, free from harm or risk to health or safety:

- (a) at the times and on the dates reasonably requested by us or as agreed between the Parties; and/or
- (b) to enable us to comply with our obligations under this Agreement or at Law.

You agree to pay our additional costs reasonably incurred as a result of you failing to comply with this clause.

Restraint of Trade

You must not, during the Restraint Period induce our customers or Personnel (who were customers or Personnel at the date of termination or expiry of this Agreement or within the 12 months prior), to leave their employment or limit or end their contractual arrangement with us (as applicable).

You agree that:

- (a) the terms of this clause are reasonable given the nature of our business, are necessary to protect our legitimate business interests and do not unreasonably restrict your right to carry on your profession;
- (b) we may seek legal remedies (including equitable remedies) for a breach of this clause; and
- (c) on request, you agree to provide us with evidence that demonstrates your compliance with this clause.

For the purposes of this clause, **Restraint Period** means the Term, and:

- (a) 3 years after the Term of this Agreement, or (if that duration is deemed unreasonable by a court);
- (b) 12 months after the Term of this Agreement, or (if that duration is deemed unreasonable by a court);
- (c) 9 months after the Term of this Agreement, or (if that duration is deemed unreasonable by a court);
- (d) 6 months after the Term of this Agreement.

Each restraint contained in this clause (resulting from any combination of the wording in this clause with each of the Restraint Periods) are separate, distinct and several, so that the unenforceability of any restraint does not affect the enforceability of the other restraints.

Warranties and Representations

If you have selected our medical services and our Personnel are first aid qualified to provide the services set out in this Agreement. We and our Personnel are not medical professionals and cannot provide medical or health advice. Our services, including the Services, are not intended to be a substitute for consulting a medical practitioner. If you have any health or medical issues or concerns, you agree to speak with an appropriately qualified medical professional following our provision of the Services.

You represent, warrant and agree:

- (a) to comply with this Agreement and all applicable Laws;
- (b) that all information and documentation that you provide to us in connection with this Agreement is true, correct and complete;
- (c) to comply with our reasonable requests or requirements;
- (d) that you (and to the extent applicable, your Personnel) will provide us with all documentation, information, instructions, cooperation and access reasonably necessary to enable us to provide the Services;
- (e) that you have effected and will maintain appropriate insurance policies as required by Law for the Event for the duration of the Term and a reasonable period thereafter;
- (f) that you are responsible for obtaining, and providing to us if necessary, any approvals, licences or consents from third parties necessary for the Services to be provided, at your cost;
- (g) to treat (and ensure that your Personnel and patrons do treat) us and our Personnel with respect, and to not act in a manner which

is offensive, abusive, indecent, menacing or unwanted towards us or our Personnel;

- (h) that you must not use, and you must ensure that no person uses, any part of the Services:
 - (1) to break any Law or infringe any person's rights (including Intellectual Property Rights); or
 - (2) in any way that damages, interferes with or interrupts the supply of the Services; and
- (i) that you do not enter this Agreement as a trustee of a trust.

Intellectual Property

As between the Parties, each Party owns all Intellectual Property Rights in its Background IP and nothing in this Agreement constitutes a transfer or assignment of any Intellectual Property Rights of either Party's Background IP.

Each Party will own the Intellectual Property Rights in any Improvements made to its Background IP.

Confidential Information

Each party must (and must ensure that its Personnel do) keep confidential, and not use or permit any unauthorised use of, confidential information provided by the other party.

This clause does not apply where the disclosure is required by law or the disclosure is to a professional adviser in order to obtain advice in relation to matters arising in connection with this Agreement and provided that the disclosing party ensures the adviser complies with the terms of this clause.

Australian Consumer Law

Certain legislation, including the Australian Consumer Law, and similar consumer protection laws and regulations, may confer you with rights, warranties, guarantees and remedies relating to the supply of the Services by us to you which cannot be excluded, restricted or modified (**Consumer Law Rights**). To the extent that you maintain Consumer Law Rights at law, nothing in this Agreement excludes those Consumer Law Rights.

Subject to your Consumer Law Rights, we exclude all warranties, and all material, work and services (including the Services) are provided to you without warranties of any kind, either express or implied, whether in statute, at Law or on any other basis, except where expressly set out in this Agreement.

Limitations on liability

Despite anything to the contrary but subject to your Consumer Law Rights, to the maximum extent permitted by law, we will not be liable for, and you waive and release us from, any Liability arising from or in connection with:

- (a) any failure by us to accommodate your request to reschedule your Event Date; and
- (b) any services, equipment, documentation or information provided by you or your Personnel.

Despite anything to the contrary but subject to your Consumer Law Rights, to the maximum extent permitted by law:

- (a) neither Party will be liable for Consequential Loss;
- (b) a Party's liability for any Liability under this Agreement will be reduced proportionately to the extent the relevant Liability was caused or contributed to by the acts or omissions of the other Party (or any of its Personnel), including any failure by that other Party to mitigate its loss; and
- (c) our aggregate liability for any Liability arising from or in connection with this Agreement will be limited to the Price paid by you to us in respect of the supply of the relevant Services to which the Liability relates.

Term and Termination

This Agreement will operate for the dates you have provided to us.

Either Party may terminate this Agreement at any time by giving 14 days' notice in writing to the other Party.

This Agreement will terminate immediately upon written notice by a Party (**Non-Defaulting Party**) if the other Party (**Defaulting Party**) breaches a material term of this Agreement and that breach has not been remedied within 10 Business Days of the Defaulting Party being notified of the breach by the Non-Defaulting Party.

Upon expiry or termination of this Agreement:

- (a) we will immediately cease providing the Services;
- (b) without limiting and subject to your Consumer Law Rights, you agree that any payments made by you to us are not refundable to you;
- (c) you are to pay for all Services provided prior to termination, including Services which have been provided and have not yet been invoiced to you, and all other amounts due and payable under this Agreement;
- (d) you agree to pay us our additional costs, reasonably incurred, and which arise directly from such termination (including recovery fees); and
- (e) upon request, a Party must destroy or return the confidential information of the other Party, except for any confidential information required to be maintained by law.

Unless otherwise agreed between the Parties, if these terms and conditions are terminated, then any current Order will also terminate on the date of termination.

Termination of these terms and conditions will not affect any rights or liabilities that a Party has accrued under it.

General

Amendment: this Agreement may only be amended by written instrument executed by the Parties.

Assignment: a Party must not assign or deal with the whole or any part of its rights or obligations under this Agreement without the prior written consent of the other Party (such consent is not to be unreasonably withheld).

Assignment of Debt: You agree that we may assign or transfer any debt owed by you to us, arising under or in connection with this Agreement, to a debt collector, debt collection agency, or other third party.

Disputes: A Party may not commence court proceedings relating to any dispute, controversy or claim arising from, or in connection with, this Agreement (including any question regarding its existence, validity or termination) (**Dispute**) without first complying with this clause. A Party claiming that a Dispute has arisen must give written notice to the other Party specifying the nature of the Dispute (**Dispute Notice**). The Parties must meet (whether in person, by telephone or video conference) within 10 Business Days of service of the Dispute Notice to seek (in good faith) to resolve the Dispute. If the Parties do not resolve the Dispute within 20 Business Days of the date the Dispute Notice was served (or such further period as agreed in writing by the Parties), either Party may refer the matter to mediation, administered by the Australian Disputes Centre in accordance with Australian Disputes Centre Guidelines for Commercial Mediation. Nothing in this clause will operate to prevent a Party from seeking urgent injunctive or equitable relief from a court of appropriate jurisdiction.

Force Majeure: Neither Party will be liable for any delay or failure to perform their respective obligations under this Agreement if such delay or failure is caused or contributed to by a Force Majeure Event, provided that the Party seeking to rely on the benefit of this clause:

- (a) as soon as reasonably practical, notifies the other Party in writing details of the Force Majeure Event, and the extent to which it is unable to perform its obligations; and
- (b) uses reasonable endeavours to minimise the duration and adverse consequences of the Force Majeure Event.

Where the Force Majeure Event prevents a Party from performing a material obligation under this Agreement for a period in excess of 60 days, then the other Party may by notice terminate this Agreement, which will be effective immediately, unless otherwise stated in the notice. This clause will not apply to a Party's obligation to pay any amount that is due and payable to the other Party under this Agreement.

Governing law: This Agreement is governed by the laws of Victoria. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts operating in Victoria and any courts entitled to hear appeals from those courts and waives any right to object to proceedings being brought in those courts.

Notices: Any notice given under this Agreement must be in writing addressed to the addresses set out in this Agreement, or the relevant address last notified by the recipient to the Parties in accordance with this clause. Any notice may be sent by standard post or email, and will be deemed to have been served on the expiry of 48 hours in the case of post, or at the time of transmission in the case of transmission by email.

Privacy: Each Party agrees to comply with the legal requirements of the Australian Privacy Principles as set out in the *Privacy Act 1988* (Cth) and any other applicable legislation or privacy guidelines.

Publicity: With your prior written consent, you agree that we may advertise or publicise the broad nature of our supply of the Services to you, including on our website or in our promotional material.

Relationship of Parties: This Agreement is not intended to create a partnership, joint venture, employment or agency relationship between the Parties.

Subcontracting: We may subcontract the provision of any part of the Services without your prior written consent. We agree that any subcontracting does not discharge us from any liability under this Agreement and that we are liable for the acts and omissions of our subcontractor.

Definitions

In these terms and conditions, unless the context otherwise requires, capitalised terms have the meanings given to them in the Schedule, and:

ACL or Australian Consumer Law means the Australian consumer laws set out in Schedule 2 of the *Competition and Consumer Act 2010* (Cth), as amended, from time to time.

Agreement means these terms and conditions and any agreed Order issued under it and any documents attached to, or referred to in, each of them.

Arrival Time means our arrival time at your Event the subject of an Order, as further particularised in the relevant Order.

Background IP means all Intellectual Property Rights belonging to a Party existing as at the Commencement Date, and all Intellectual Property Rights created or developed by (or on behalf of) that Party after the Commencement Date independently of this Agreement, which are made available by that Party under this Agreement.

Business Day means a day on which banks are open for general banking business in Victoria, excluding Saturdays, Sundays and public holidays.

Commencement Date the date this Agreement is checked with an online box or signed by the last of the Parties.

Consequential Loss means, whether under statute, contract, equity, tort (including negligence), indemnity or otherwise:

- (a) any loss or damage that cannot be considered to arise according to the usual course of things from the relevant breach, act or omission, whether or not such loss or damage may reasonably be supposed to have been in the contemplation of the Parties at the

time they entered into this Agreement as the probable results of the relevant breach, act or omission; and/or

- (b) without limiting subclause (a), any real or anticipated loss of profit, loss of benefit, loss of revenue, loss of business, loss of goodwill, loss of opportunity, loss of savings, loss of reputation, loss of use and/or loss or corruption of data.

However, the Parties agree that your obligation to pay us the Price under this Agreement will not constitute "Consequential Loss".

Event Date means the date and time of an Event, as agreed between the Parties, and particularised in the Order.

Force Majeure Event means any event or circumstance which is beyond a Party's reasonable control including but not limited to, acts of God including fire, hurricane, typhoon, earthquake, landslide, tsunami, mudslide or other catastrophic natural disaster, civil riot, civil rebellion, revolution, terrorism, insurrection, militarily usurped power, act of sabotage, act of a public enemy, war (whether declared or not) or other like hostilities, ionising radiation, contamination by radioactivity, nuclear, chemical or biological contamination, any widespread illness, quarantine or government sanctioned ordinance or shutdown, pandemic (including COVID-19 and any variations or mutations to this disease or illness) or epidemic.

Improvements means any improvement, enhancement, development, addition, adaptation or modification of a Party's Background IP that is made under this Agreement and (in the absence of a licence from that Party) cannot be exercised without infringing that underlying Background IP.

Intellectual Property Rights or Intellectual Property means any and all existing and future rights throughout the world conferred by statute, common law, equity or any corresponding law in relation to any copyright, designs, patents or trade marks, domain names, know-how, inventions, processes, trade secrets or confidential information, circuit layouts, software, computer programs, databases or source codes, including any application, or right to apply, for registration of, and any improvements, enhancements or modifications of, the foregoing, whether or not registered or registrable.

Laws means all applicable laws, regulations, codes, guidelines, policies, protocols, consents, approvals, permits and licences, and any requirements or directions given by any government or similar authority with the power to bind or impose obligations on the relevant Party in connection with this Agreement or the supply of the Services.

Liability means any expense, cost, liability, loss, damage, claim, notice, entitlement, investigation, demand, proceeding or judgment (whether under statute, contract, equity, tort (including negligence), indemnity or otherwise), howsoever arising, whether direct or indirect and/or whether present, unascertained, future or contingent and whether involving a third party or a Party to this Agreement or otherwise.

Order means an order for the supply of the Services.

Personnel means, in respect of a Party, any of its employees, consultants, suppliers, subcontractors or agents, but in respect of you, does not include us.

Price means the price set out in the Schedule or any Order, as adjusted in accordance with this Agreement, and includes the Deposit (if any).

Schedule means the schedule to this Agreement.

Skill Level means the relevant qualification of our Personnel responsible for providing the Services, as particularised in the relevant Order.

Services means the services set out in the Schedule or any Order, as adjusted in accordance with this Agreement.