

HOST EMPLOYER REGISTRATION AND APPLICATION



Phone: **13 18 30**

Email: **accounts@atq.com.au**

Visit us online: **www.atq.com.au**

Your Industry Consultant: _____

1. COMPANY DETAILS

| | | | | | | | |
|---------------------------------|--|--|--------|--|--|----------------------|----------|
| Company name: | | | | | | | |
| Trading name: | | | | | | | |
| ABN number: | | | | Relevant licence no. (Eg. QBCC, Electrical etc.) | | | |
| Owner/Director name(s) (1): | | | D.O.B: | | | Drivers licence no.: | |
| (2) | | | D.O.B: | | | Drivers licence no.: | |
| Public Liability insurer (PLI): | | | | PLI policy no.: | | | PLI Exp: |

2. CURRENT ADDRESS DETAILS

| | | | | | | | |
|-------------------|--|--|--|--|--|--|--|
| Business address: | | | | | | | |
| Postal address: | | | | | | | |
| Home address: | | | | | | | |
| Previous address: | | | | | | | |

3. BUSINESS CONTACT DETAILS

| | | | | | | | |
|-------------------|--|--|---------------------|-----|----|--|--|
| Contact name: | | | Position: | | | | |
| Business ph. no.: | | | Fax no.: | | | | |
| Mobile no.: | | | Home ph. no.: | | | | |
| Email address: | | | Email for Invoices: | | | | |
| Accounts contact: | | | Are you a new host? | Yes | No | | |

4. BUSINESS STRUCTURE

| | | | | | | | |
|--|-------------|---------------------|----------------------|----------------------|---------|-------|--|
| Nature of business: | | | | Host Guarantor name: | | | |
| Does your business operate under any of the following: | EBA | Certified Agreement | Collective Agreement | No | | | |
| Type of entity: <i>(please tick)</i> | Sole Trader | Partnership | Trust | Pty Ltd | Limited | Other | |
| If host employer is not a company, please supply 2 (two) trade references: | | | | | | | |
| Trade reference 1: | | | | | Ph: | | |
| Trade reference 2: | | | | | Ph: | | |

5. STANDARD WEEKLY WORKING HOURS

| | | | | | | | | | | | |
|------|--|-------|--|------|--|--------|--|------|--|--------------|--|
| MON: | | TUES: | | WED: | | THURS: | | FRI: | | Minimum hrs: | |
|------|--|-------|--|------|--|--------|--|------|--|--------------|--|

6. EXECUTED BY THE PARTIES AS AN AGREEMENT

I acknowledge that I have received the booklet "Easy Guide for Hiring Apprentices, Trainees and Labour Hire" and that this Easy Guide forms part of the Conditions of Hire from All Trades Queensland – YES NO

6a. IF THE HOST IS A PTY. LTD COMPANY: EXECUTED BY THE HOST

| | | | | | | | |
|---|--|--|---------------|--|--|--------|--|
| Director/Secretary: <i>(Print name)</i> : | | | Please sign → | | | Date → | |
| Witness: <i>(Print name)</i> : | | | Please sign → | | | Date → | |

6b. IF THE HOST IS A SOLE TRADER, PARTNERSHIP OR TRUST: EXECUTED BY THE HOST

| | | | | | | | |
|--------------------------------|--|--|---------------|--|--|--------|--|
| Host: <i>(Print name)</i> : | | | Please sign → | | | Date → | |
| Witness: <i>(Print name)</i> : | | | Please sign → | | | Date → | |

INTERNAL OFFICE USE ONLY

7. EXECUTED BY ALL TRADES QUEENSLAND PTY. LIMITED

| | | | | | | | | | |
|---------------------|---------------|--|--|----------------|---------------|--|--|--------|--|
| Director/Secretary: | Please sign → | | | Witness: | Please sign → | | | Date → | |
| Customer number: | | | | Date approved: | | | | | |
| Approved by: | | | | Processed by: | | | | | |

ALL TRADES QUEENSLAND PTY LTD - HOST AGREEMENT

PREAMBLE

- A. ATQ hires apprentices; and trainees, to hosts for the purposes of providing labour and skill in the context of training, skilling, and vocational education. Hosts seek to utilise apprentices and trainees in the context of training, skilling, and vocational education.
- B. ATQ places students who are seeking work experience with Hosts for the purposes of those persons experiencing, at a workplace level, the practical reality of vocational pursuits. Hosts provide access to students seeking workplace experience to give practical experience of vocational pursuits at a workplace level.
- C. ATQ provides employees on labour hire arrangements to Hosts for the purposes of top up labour. Hosts utilise persons in labour hire arrangements to provide for top up labour.
- D. ATQ and the Host have agreed respectively to the placement of apprentices, trainees, ATQ employees, and persons seeking work experience on the terms set out in this Agreement.

1. Definitions

For the purposes of this Agreement the following words mean:

- 1.1. **"Agreement"** means this host agreement;
- 1.2. **"Associated Entity"** means an entity that is associated with a Host;
- 1.3. **"ATQ Representative"** means the person notified by ATQ to the Host, and at the commencement date, the person set out in the Terms of Trade;
- 1.4. **"Insolvency Event"** means, in respect of a Party, any of the following events:
- (a) a receiver is appointed to all or any part of the Party's assets;
 - (b) an application is made or order filed for the Party's administration, voluntary, compulsory or provisional liquidation, winding-up, dissolution or bankruptcy;
 - (c) the Party suspends payment of its debts or is unable to pay its debts;
 - (d) the Party has execution levied on any of its assets and that execution is not satisfied within 28 days; and
 - (e) the Party enters into an arrangement, reconstitution or compromise with its creditors or any of them;
- 1.5. **"Employee"** means an apprentice of ATQ, trainee of ATQ, employee of ATQ engaged by the Host by way of labour hire, or a student who is on work experience, who is placed with the Host;
- 1.6. **"Host"** means the company or person or partnership or trustee referred to in the Terms of Trade;
- 1.7. **"Industrial Instrument"** means the National Employment Standards (NES), an award, enterprise agreement or certified agreement binding on the ATQ and the Host;
- 1.8. **"Invoice"** means the invoice referred to in c 4;
- 1.9. **"Terms of Trade"** are those items scheduled under that title; and
- 1.10. **"Training Contract"** means a training contract in accordance with the *Further Education and Training Act 2014* (Qld).

2. Interpretation

- 2.1. In this Agreement, unless the context indicates a contrary contention:
- (a) singular words include the plural and vice versa;
 - (b) all references to statutes are construed to include all regulations or codes of practice made under the statute and any statutory modification, replacement or re-enactment of the statute (whether before or on or after the date of this Agreement) for the time being in force;

(c) document headings, clause headings, Terms of Trade headings and the table of contents are for convenience only and will not affect the interpretation of this Agreement;

(d) the Terms of Trade have the same force and effect as if it was set out in the body of this Agreement; and

(e) time is of the essence of this Agreement.

3. Hiring and Employment of Apprentice, Trainee and Labour Hire

- 3.1. ATQ will hire or place, as the case may be, an Employee with the Host.
- 3.2. At such time the Host no longer requires the services of an employee they are required to provide seven (7) days notice by sending an email to 7daysnotice@atq.com.au advising the date they wish to return the employee. If the employee is returned earlier than this notice period the host will be required to pay for the employee for the balance of the notice period.

4. Monies Payable

- 4.1. ATQ will invoice the Host weekly for an amount calculated by reference to the hourly rate and any other amount payable.
- 4.2. Each invoice is payable within seven (7) days of the date of issue.
- 4.3. The Host is to pay ATQ for ATQ's expenses inclusive of legal costs (on an indemnity basis), Stamp Duty, dishonoured cheque fees incurred in connection with the enforcement and preservation of rights. collection costs and other expenses (payable pursuant to this Agreement).
- 4.4. Payments received by ATQ from the Host will be applied first to any amounts referred to in sub-c 4.3, then to interest and then to any other monies outstanding.
- 4.5. The Host will not deduct any amount from the amount due on any Invoice.
- 4.6. The Host will not make any claim on ATQ if any amounts are outstanding from the Host but unpaid to ATQ.
- 4.7. The Host is not entitled to offset any amounts against its outstanding debts to ATQ.

5. Evidence of Monies Payable

- 5.1. The Host agrees that a written notice by the ATQ Representative to the Host stating the balance of the monies due to ATQ by the Host, is conclusive evidence for the purposes of this Agreement and any action being taken by ATQ for its breach, of the amount owed by the Host to ATQ at the date of that notice.

6. Default

- 6.1. If the Host fails to make payment to ATQ of monies owing by the Host, if there is an Insolvency Event in relation to the Host or if there is a breach by the Host of the terms of this Agreement then all monies payable by the Host to ATQ, at ATQ's election, become immediately due and payable and ATQ may immediately terminate this Agreement.

7. Hosts Warranty as to Continuing Truth

- 7.1. The Host warrants the continuing truth of the matters set out in the Terms of Trade, as to whether it operates under an Industrial Instrument.
- 7.2. The Host warrants that it will promptly give notice to ATQ of any change relating to its operation under the Industrial Instrument.
- 7.3. The Host agrees that ATQ may recover as damages from it any further monies ATQ becomes obliged to pay an Employee in the event the Host is in breach of the warranties provided by this clause.

8. Instrument Rate Rises

- 8.1. ATQ may, without notice, charge the Host a reasonable amount (by way of increase) if a relevant Industrial Instrument rate increases or costs arising from, affected by,

or in relation to this Agreement or the Employee otherwise increase.

- 8.2. Increases to be paid in accordance sub-c 8.1 may be backdated to the date when the increase occurred and in those circumstances will be included in ATQ's next Invoice.

- 8.3. A backdated Invoice may claim monies recoverable as damages for breach of the warranty provided by c 7.

9. Inclement Weather

- 9.1. The first full, or part, day with inclement weather will be charged at the hourly rate, and subsequent consecutive day/s of inclement weather will be paid by ATQ but only if the Construction Employee, other than a student placed for work experience, does not present for work and notifies ATQ before 8.30am on that day.

- 9.2. Payment under sub-c 9.1 is subject to a maximum of 32 hours pay in any four week period for each Construction Employee.

- 9.3. If a Construction Employee does not report to ATQ under sub-c 9.1, or presents for work, the Host will remain responsible for paying the apprentice, trainee or labour hire employee (as the case may be), even if the Host sends that Construction Employee away.

10. Interest

- 10.1. ATQ may, at its discretion, charge the Host interest on any payments not paid in accordance with this Agreement.

- 10.2. The interest rate will be determined by ATQ with reference to ATQ's cost of funds.

11. Charges

- 11.1. To secure payment of all monies which are or may become payable by the Host to ATQ under this Agreement the Host (or where the Host is comprised of two or more persons then each person jointly and severably) charges, with the due payment of all of those monies all of the Host's interest in real property wherever located both present and future and the Host consents to ATQ lodging a caveat or caveats over such property to protect ATQ's interest.

- 11.2. Upon demand by ATQ, the Host agrees to immediately execute a mortgage or other instrument, in terms satisfactory to ATQ, to further secure the Host's indebtedness to ATQ.

- 11.3. Should the Host fail within 21 days of a demand made under sub-c 11.2 to execute such mortgage or other instrument then the Host irrevocably appoints the ATQ Representative to be the Host's lawful attorney to execute a mortgage or other instrument.

12. Training and Supervision of Apprentice, Trainee and Labour Hire

- 12.1. The Host acknowledges that the purpose of ATQ hiring, or placing, as the case may be, the Employee with the Host is for the Host to train and supervise the apprentice, trainee or work experience student and to supervise the person engaged by way of labour hire.

- 12.2. The Host undertakes to properly train an apprentice or trainee in accordance with their Training Contract, the requirements of the *Further Education and Training Act 2014* (Qld) and any express requirements of ATQ communicated in writing to the Host.

- 12.3. The Host undertakes to properly supervise the Employee, and that the Employee will be, and remain at all times, under the Host's control, subject to any lawful direction by ATQ.

- 12.4. The Host will ensure all persons training or supervising, as the case may be, the Employee are qualified to do so.

- 12.5. The Host agrees that it will not provide work experience to more than the number permitted by the Education (Work Experience) Act 1996 (Qld) at any one time.
- 12.6. The Host agrees that it will not provide work experience to a student at a time other than during the Host's ordinary hours of work.
- 13. No Host Interference in Contracts**
- 13.1. The Host acknowledges that in relation to each person placed with the Host by ATQ, that each apprentice and trainee is a party, with ATQ, to a Training Contract, each person engaged by way of labour hire is a party, with ATQ, to an employment contract; and each student on work experience is a party, with ATQ, to a work experience arrangement (for the purposes of this agreement, a "contract").
- 13.2. The Host will not interfere with a contract, seek to effect any change in a contract, or make any representations to an Employee about a contract to which an Employee is a party.
- 13.3. The Host agrees it is an offence to coerce or attempt to coerce an apprentice or trainee to change the apprentice's Training Contract.
- 13.4. Subject to this Agreement, ATQ does not, and will not, consent to an amendment or variation of a contract.
- 13.5. The Host and ATQ agree that the mere facts of termination or abandonment of a contract by an Employee and the engaging, other than in the circumstances provided for by c 14, whether as an employee or independent contractor by the Host, or an Associated Entity, and whether during or after the term of this Agreement creates a rebuttable presumption in favour of ATQ in any legal proceedings relating to, or in connection with, a breach of sub-c 13.2 to the effect that the Host is presumed to be in breach of that promise.
- 13.6. Should the Host breach sub-c 13.2, the Host and ATQ agree that in addition to any other remedy in law, equity or statute which would be available to ATQ, ATQ is entitled to an order from the courts restraining the Host from engaging or continuing to engage, whether as an employee or independent contractor, the Employee until the date the contract would have been discharged by the effluxion of time or in the event that an Associated Entity proposes to engage or has engaged an Employee, an order from a Court restraining the Host from having any direct, or indirect, contact with the work of that Employee whilst the Employee is engaged with an Associated Entity until the date the contract would have been discharged by the effluxion of time.
- 13.7. The Host agrees that in any legal proceeding relating to, or in connection with, a breach of sub-c 13.2, in which ATQ seeks an interlocutory injunction, final injunction or other equitable relief against the Host, that the Host cannot assert, by way of denying the entitlement of ATQ to such relief, any issue in respect of the balance of convenience, purported inadequacy of damages or other discretionary matter, which might otherwise dissuade a Court from granting the relief sought by ATQ.
- 13.8. The Host and ATQ agree that should ATQ be successful in obtaining any relief in a legal proceeding relating to, or in connection with, a breach of sub-c 13.2 then the Host is obliged to pay ATQ's costs of that proceedings (assessed on a full indemnity basis).
- 14. Discretionary Release**
- 14.1. ATQ may in its discretion determine, on request by a Host, to release an Employee

- to be employed by the Host or an Associated Entity.
- 14.2. In the event that ATQ makes the determination under sub-c 14.1, the Host agrees to make payment to ATQ of the placement fee set out in the Terms of Trade within 14 days of ATQ having notified the Host in writing of its determination to release the Employee.
- 14.3. In the event that the Host, or an Associated Entity, engages by a contract of or a contract for services or via the engagement of another Group Training Organisation, an Employee who in the 12 months prior to the engagement had worked for, or been placed with, the Host by ATQ, will within 14 days of the engagement, make payment to ATQ of the placement fee for the amount of lost income but not less than \$5500 + GST.
- 15. Work Health and Safety**
- 15.1. The Host warrants it will ensure the work health and safety of the Employee in the conduct of the Host's business/undertaking.
- 16. Risk and Insurance**
- 16.1. The Host will (subject to this clause) assume all risks and liabilities for, and in respect of, the Employee and for injuries to, or death of, persons including the Employee and damage to property arising from the acts or omissions of the Employee.
- 16.2. Whether or not the Host has insurance the Host will (subject to this clause) indemnify ATQ for all losses, damages, claims, penalties, liabilities and expenses (including legal costs) arising, incurred in connection with or otherwise in relation to the Employee and the work, training or work experience placement, the subject of this Agreement and breach of this Agreement.
- 16.3. The obligations of the Host, in relation to a student placed with the Host for work experience are subject to any protection given to a provider in accordance with the *Education (Work Experience) Act 1996 (Qld)*.
- 16.4. "You must obtain insurance
- You must effect and maintain the following insurance for the term of the Host Agreement:
 - A public liability insurance policy for a sum of not less than \$10 million for any one event in respect of accidental death or of accidental bodily injury to persons, or accidental damage to property, arising out of or in the course of delivering the Services;
 - The insurance policy must be effected with an insurer authorised to carry on insurance business by the Australian Prudential Regulation Authority.
 - You must provide evidence of insurance to us annually of:
 - the payment of the payment of premium.
 - upon our request, you must provide a copy of any insurance policy obtained in accordance with this clause and a certificate of currency.
 - the amount of insurance cover.
 - You must provide a Certificate of Currency in relation to the public liability insurance at any time that we may require.
 - If you fail to take out or maintain any insurance required under this clause or to provide to us a copy of any such insurance policy or certificate of currency as required under this clause, then, without limiting any other right that We may have, We may take out the relevant insurance and pay the

- required premiums on Your behalf and any such amount that We pay will be a debt due and owing to All Trades Queensland by you"
- 17. ATQ Public Liability**
- 17.1. ATQ has a public liability insurance policy, which provides limited cover in respect of the Employee.
- 17.2. The Host may claim against ATQ's public liability insurance policy only in respect of damage to property, and only where damage arises from, on the part of the Employee, an illegal act, or an act which contradicts explicit and direct instructions from the Host.
- 17.3. The Host will immediately notify ATQ of any accident or event which leads, or may lead, to a claim for compensation or a claim under any insurance policy (inclusive of WorkCover) in connection with the Employee or this Agreement and will comply with the instructions of ATQ in connection with such a claim.
- 17.4. The Host will, immediately after notifying ATQ of any serious accident, notify the relevant Department.
- 17.5. It is the duty and responsibility of the Host to ensure that the Host is insured against any claims by third parties, where the Host utilises an Employee outside the scope of this Agreement.
- 18. WorkCover**
- 18.1. ATQ will, in respect of an Employee other than a student, have a current policy with WorkCover.
- 19. Credit Checks**
- 19.1. The Host agrees that ATQ may provide credit to the Host under this Agreement, this Agreement constitutes an application for credit, ATQ will obtain credit reports and undertake credit checks as it considers appropriate to assess the Host's application for credit, and the Host consents to credit reports being obtained and credit checks being performed by ATQ.
- 19.2. The Host consents to ATQ obtaining such credit reports from credit reporting agencies as ATQ considers appropriate to assess whether to provide credit to the Host under this Agreement.
- 19.3. The Host agrees that any credit limit is solely for the benefit of ATQ and the obligations of the Host under this Agreement remain unchanged if the credit limit is, at any time, exceeded or not specified.
- 19.4. Please refer to our credit reporting policy at http://www.atq.com.au/cms/wp-content/uploads/2015/06/credit_reporting_policy.pdf for further information
- 20. No Reliance**
- 20.1. The Host agrees that in deciding to enter into this Agreement, or in considering whether it has met or is meeting its obligations (including, but not limited to work health and safety), the Host has not relied, and will not rely, in any way on ATQ's skill or judgment, or on any inspection or representation by ATQ, and the Host will satisfy itself that it has met, and will meet, its work health and safety obligations.
- 21. Minimum Hours per Week**
- 21.1. It is a requirement that the Employee work not fewer than the hours per week set out in the Terms of Trade and the Host agrees that the amount payable to ATQ in relation to an Employee will not be reduced to less than those hours in a week.
- 21.2. Sub-c 21.1 does not apply to students placed on work experience with the Host.
- 22. Cash in Hand**
- 22.1. The Host agrees that it is not lawful for the Host to pay the Employee "cash in hand" for any work performed and that it is a breach of this Agreement for the Host to

- otherwise directly pay the Employee for work performed under this Agreement.
- 22.2. The Host agrees that it will not pay a student placed with the Host for work performed for the Host
- 23. ATQ's Entry Rights**
- 23.1. The Host agrees that ATQ has the right at any time and without notice to enter upon any premises where the Employee is, or is believed by ATQ to be, performing work for the Host, being trained by the Host or otherwise gaining experience with the Host, to interview the Employee, and to inspect the Employee's workplace.
- 24. Termination**
- 24.1. ATQ may terminate this Agreement at any time without notice by withdrawing the Employee.
- 24.2. This clause does not limit ATQ's rights to seek other remedies.
- 24.3. The Host may terminate this Agreement on the giving of seven (7) days notice by sending an email to 7daysnotice@atq.com.au
- 25. Trust and Trustees**
- 25.1. Where the Host is a trustee:
- (a) the Host agrees to produce a stamped copy of the trust deed (including all amendments) with this Agreement and also at any time in the future when requested by ATQ in writing; and
- (b) the Host warrants that it has full power and authority to enter into this Agreement on behalf of the trust and that it will be bound by the terms of this Agreement both personally and as trustee.
- 26. Force Majeure**
- 26.1. ATQ will not be liable for any delay or for the consequences of any delay in performing or failure to perform any of its obligations under this Agreement if the delay is due, in full or in part, to any cause whatsoever beyond its reasonable control.
- 26.2. Such delay or failure will not constitute a breach of this Agreement and ATQ will be entitled at its option to either extend the time for delivery or performance for a reasonable period or to determine the contract without any recourse by the Host to any claim for damages.
- 27. Guarantee**
- 27.1. The Host agrees that the person set out in the Terms of Trade as the Hosts Guarantor

- must sign, and be bound by, the guarantee and indemnity in the form required by ATQ.
- 27.2. ATQ's entry into this Agreement is conditional upon the Host complying with sub-c 27.1
- 28. ATQ Host Policies**
- 28.1. ATQ Host policies, available on ATQ's website and on request in print, are binding on the Host.
- 28.2. The Host will comply with the ATQ Host policies, as amended by ATQ and notified to the Host.
- 28.3. The Host agrees that the notification under sub-c 28.2 may occur by email to the Host's email set out in the Terms of Trade, providing a link to the location of the amended Host policies and on the ATQ website.
- 29. Parties Rights**
- 29.1. The Parties agree that a Party's failure or delay to exercise a power or right does not operate as a waiver of that power or right, the exercise of a power or right does not preclude either its exercise in the future or the exercise of any other power or right, a waiver is not effective unless it is in writing and a waiver of a power or right is effective only in respect of the specific instances to which it relates and for the specific purpose for which it is given.
- 30. Notices**
- 30.1. Any notice, demand, request, consent, approval or other communication (in this clause, a "notice") unless otherwise expressly provided for in this Agreement must be in writing and signed by the sender, or a person duly authorised by the sender, and must be addressed and delivered to the intended recipient at the postal address, fax number or email address, or the postal address, fax number or email address last notified by the respective party to the sender after the date of execution of this Agreement, as set out in the Terms of Trade.
- 30.2. Notice will be taken to be duly given or made when delivered, received or left at the postal address, fax number or email address provided for in sub-c 30.1.
- 31. Jurisdiction**
- 31.1. This Agreement will be governed and construed in accordance with the laws of Queensland and the Parties will submit to

- the non-exclusive jurisdiction of the courts of Queensland in respect of any dispute arising under this Agreement, its implementation or enforcement.
- 32. Legal Advice**
- 32.1. Each of the Parties acknowledge they have obtained, or had reasonable opportunity to obtain, independent legal advice and accounting advice, prior to entering into this Agreement.
- 33. Successors and Permitted Assigns**
- 33.1. This Agreement will be binding upon and endure to the benefit of the Parties, their respective permitted successors and permitted assigns, and to each of their respective executors, administrators, legal representatives, heirs and permitted assigns.
- 34. Waiver and Variation**
- 34.1. A provision of a right created under this Agreement may not be waived or varied except in writing signed by the Parties.
- 35. Severance**
- 35.1. If any clause, sub-clause, Terms of Trade or part thereof of this Agreement will be held or found to be void, invalid or otherwise unenforceable, it will be deemed to be severed to the extent that it is void or to the extent of voidability, invalidity or unenforceability, but the remainder of the Agreement will remain in full force and effect.
- 36. Entire Agreement**
- 36.1. This Agreement, including any exhibits and annexes hereto, constitutes the entire Agreement between the Parties in respect of the matters dealt with in this Agreement and supersedes all prior communications and representations, inducements, undertakings, agreements or arrangements between the Parties in respect of the matters dealt within in this Agreement. ATQ reserves the right to update the terms and conditions of this agreement as and when required by any means. The updated terms will be deemed to be reoffered and accepted by the customer or their agents upon engagement of our services. The terms at the time of engagement will prevail if there is any conflict. Current terms and conditions are available at any time on our website www.atq.com.au

GUARANTEE & INDEMNITY

TO: ALL TRADES QUEENSLAND PTY LTD ABN 99 115 379 461

- 1.0** IN CONSIDERATION OF ALL TRADES QUEENSLAND PTY LTD ABN 99 115 379 461 ("the Supplier") agreeing to supply (either now or at some future time) or to continue to supply or to cause to be supplied at the Supplier's cost to the Customer (being the Customer identified in the accompanying Host registration and Credit Account Application) services on credit the person identified below as guarantor ("the Guarantor") HEREBY GUARANTEES the due payment by the Customer of all moneys now due and owing or which become due and owing by the Customer on any account whatsoever to the Supplier AND the Guarantor agrees: That in this Guarantee, unless a contrary intention appears from the context, persons is defined to include but not limited to a company, trust, partnership or incorporated association and the singular number shall include the plural and vice versa.
- 2.0** That this Guarantee:
- 2.1 will be a continuing Guarantee;
- 2.2 will be irrevocable irrespective of any amount or amounts which may be paid to the Supplier by or on behalf of or for the credit of the Customer at any time during the continuance

- of any credit which may be given by the Supplier to the Customer;
- 2.3 shall not be determined or affected by the death, bankruptcy, liquidation, official management, administration, control or receivership (as the case may be) of the Customer;
- 2.4 shall remain in full force and effect until all moneys owing to the Supplier from time to time by the Customer have been paid or satisfied and this Guarantee has been discharged in writing by the Supplier;
- 2.5 shall be a principal obligation and shall not be treated as ancillary to or collateral with any other obligation however created and in particular shall be independent of any other security which the Supplier may hold now or in the future in respect of the moneys intended to be secured by this Guarantee to the effect that this Guarantee shall be enforceable without first having recourse to any such security and without taking any steps or proceedings against the Customer regardless of whether any other security shall be in whole or in part unenforceable by reason of any rule of law or equity and notwithstanding the loss by the Supplier of

- any other security through acts or omissions on the Supplier's part;
- 2.6 shall be governed by the laws of the State of Queensland and each party submits to the exclusive jurisdiction of the Courts in Brisbane for any claim or matter arising under this Guarantee
- 3.0** The Guarantor will not, while any moneys are owing to the Supplier by the Customer, claim or receive the benefit of any dividend or payment in a winding up/bankruptcy of the Customer and will not prove or claim in a winding up/bankruptcy of the Customer nor in any arrangement relating to the Customer in competition with the Supplier so as to diminish any dividend or payment which but for such proof or claim the Supplier would be entitled to receive and that the receipt of any payment by the Supplier out of a winding up/bankruptcy of the Customer or any arrangement relating to the Customer shall not affect the Supplier's right to recover from the Guarantor under this Guarantee
- 4.0** Any settlement, discharge or release between the Guarantor and the Supplier will be conditional upon no security or payment to the Supplier by the Customer or any other person

being voided or reduced by virtue of any provisions or enactments relating to insolvency or bankruptcy, and the Supplier may recover the value or amount of any such security or payment so voided or reduced from the Guarantor subsequently as if that settlement, discharge or release had not occurred.

- 5.0 That the liability of the Guarantor under this Guarantee will not be impaired or discharged:
- 5.1 by any reason of any time or other indulgence granted by the Supplier to the Customer or by any arrangement entered into whereby the Supplier's rights are in any way modified or abrogated and that no notice of the granting of any time or indulgence or of the entering into of any arrangement need be given to the Guarantor;
- 5.2 if any amounts owed by the Customer may be unrecoverable (temporarily or permanently) for any reason at all;
- 5.3 if any change in the status or structure of the Customer occurs;
- 5.4 by any release or compromise with the Customer or anyone or more Guarantors by operation of law or otherwise;
- 5.5 by the omission of any name or address of any Guarantor.
- 6.0 That the liability of the Guarantors (if more than one):
- 6.1 is joint and several and every reference to the Guarantor in this Guarantee will bind each of those persons;
- 6.2 will be effective even if any of the intended co-Guarantors have not executed the Guarantee or that the Guarantee has been held to be ineffective or unenforceable against one or more of the Guarantors.
- 7.0 A statement in writing signed by any Director, Secretary or Controller of the Supplier stating the balance of the moneys due to the Supplier by the Customer shall be prima facie evidence of the amount of indebtedness of the Customer to the Supplier at the date of that statement.
- 8.0 The Supplier will be at liberty at any time in the Supplier's absolute discretion and without giving any notice to the Guarantor to refuse or limit further credit or supplies of goods or services to the Customer without affecting in any way the liability of the Guarantor.
- 9.0 The Guarantor:
- 9.1 will pay interest on the moneys secured by this Guarantee at the same rate as the Customer is required to pay interest pursuant to the terms and conditions of the Host registration and Credit application.
- 9.2 will pay the Supplier for any and all of the Supplier's expenses including but not limited to any legal costs (on an indemnity basis), stamp duties and other expenses payable under this Guarantee together with any collection costs or dishonoured cheque fees incurred in connection with the enforcement of, or the preservation of any rights under this Guarantee. Such costs, duties and other expenses as well as interest payable pursuant to clause 9.1 may be recovered as a liquidated debt.
- 9.3 has made independent investigations and enquiries and has not entered into this Guarantee nor executed this instrument as a result of or by reason of any promise, information, representation or statement of any kind whatsoever given by or on behalf of the Supplier.
- 10.0 This Guarantee and the Supplier's rights under it may be absolutely assigned or transferred by

way of security by the Supplier without the consent of the Customer or the Guarantor.

- 11.0 Subject to the terms of this Guarantee, the Credit Account Terms and Conditions of Agreement and this Guarantee constitutes the sole and entire Agreement between the parties and a warranty, representation, guarantee or other term or condition of any nature not contained or recorded in this Agreement has no force or effect,
- 12.0 In the event that the whole or any part or parts of any clause in this Guarantee is judged to be unenforceable by a court of competent condition then such clause or part thereof shall be to that extent severed from this Guarantee without effect to the validity and enforceability of the remainder of these clauses.
- 13.0 To secure payment of all moneys which are or may become payable by the Guarantor to the Supplier under this Guarantee the Guarantor hereby charges with the due payment of all of those moneys all of the Guarantor's interests in real property wherever located both present and future and the Guarantor consents to the Supplier lodging a caveat or caveats to protect its interests.
- 13.1 The Guarantor hereby and by way of security irrevocably appoints every officer and legal practitioner of the Supplier jointly and each of them severally as the Guarantor's lawful attorney ("attorney") with the power and for the purpose of executing (including as a deed) a mortgage or other instrument of security in any form determined in the absolute discretion of the attorney over any real property of the Guarantor to secure the Guarantor's indebtedness to the Supplier, if the Guarantor fails within a reasonable time of such demand to execute such mortgage or other instrument, and to procure the registration of such mortgage or other security.
- 14.0 If the whole or any part of the monies hereby secured are or may be irrecoverable from the Customer by the Supplier for any reason whatever whereby the amount thereof or resulting therefrom is not recoverable from the Guarantor as a surety, then and in each such case:
- 14.1 the Guarantor as a separate and additional liability under this Guarantee indemnifies the Supplier in respect of the monies secured by this Guarantee;
- 14.2 the Guarantor as a principal debtor agrees to pay to the Supplier when demanded in writing a sum equal to the amount of the monies secured by this Guarantee; and
- 14.3 for the purposes of this indemnity, this clause shall be construed as if the monies secured by this Guarantee were recoverable and the terms of this Guarantee will apply as far as possible, with any necessary changes being made
- 15.0 Where the guarantor is a trustee:
- 15.1 the Guarantor agrees to produce a stamped copy of the Trust Deed (including all amendments) at any time in the future when requested by the Supplier in writing;
- 15.2 the Guarantor warrants that it has full power and authority to enter into this Guarantee on behalf of the trust and that it shall be bound by the terms of this guarantee both personally and as Trustee.
- 16.0 In further consideration of the Supplier agreeing to supply or continue to supply at the Supplier's cost to the Customer goods and services on credit, the Guarantor hereby guarantees the due payment by the Customer

of all monies now due and owing or which become due and owing by the Customer on any account whatsoever to any subsidiary or any related entity (as those terms are defined in the Corporations Act 2001) of the Supplier ("the Extended Supplier").

- 17.0 The provisions of this Guarantee shall apply mutatis mutandis as between the Guarantor and the Extended Supplier except where:
- 17.1 there is a separate guarantee between the parties; or
- 17.2 the resulting guarantee constitutes a breach of any legislation.
- 18.0 Each Guarantor (if there is more than one) acknowledges and agrees that:
- 18.1 the Guarantor has read and understood the Privacy Act 1988 (Cth) Statement and Authority which is attached to this Guarantee;
- 18.2 the Privacy Act 1988 (Cth) Statement and Authority is incorporated into and forms part of this Guarantee;
- 18.3 for the purpose of assessing whether to accept the Guarantor for credit provided to the Customer that the Supplier may obtain from a credit reporting agency a credit report containing personal information about each Guarantor.

SCHEDULE

Dated this day _____ of _____ 20__

Name & Address of Guarantor(s) (1):

Name & Address of Guarantor(s) (2):

Signature of the Guarantor/s to be witnessed by an adult person:

SIGNED by the Guarantor (1):

_____ In the Presence

Name of Witness (Print name):

SIGNED by the Guarantor (2):

_____ In the Presence

Name of Witness (Print name):

TO: THE CUSTOMER AND THE GUARANTOR

PRIVACY ACT 1988 (Cth) STATEMENT AND AUTHORITY

As an organisation providing credit facilities, ALL TRADES QUEENSLAND PTY LTD ABN 99 115 379 461 ("the Supplier") is subject to certain legislative and regulatory requirements which necessitate it obtaining and holding detailed information which personally identifies you and/or contains information or an opinion about you ("personal information"). The Supplier abides by the Australian Privacy Principles and the Credit Reporting provisions of the Privacy Amendment (Enhancing Privacy Protection) Act 2012.

I/We acknowledge that the information provided in this Credit Account Application ("Application") and accompanying Guarantee has been given to the Supplier for the purposes of its assessing the financial standing and credit worthiness of each of us and I/we:

- Authorise the Supplier to make any enquiries and obtain any information from bankers and business referees mentioned in this Application or from anybody else that the Supplier may reasonably consider necessary;
- Have been informed by the Supplier in accordance with Section 21C of the Privacy Act 1988 that certain items of personal information about me/us (including an opinion) might be disclosed to credit reporting body, Veda Advantage, which may be contacted by email at membership.query@veda.com.au;
- In accordance with Sections 20E and 20F of the Privacy Act 1988:
 - a) Agree to reports being given to the Supplier for the purpose of assessing this Application;
 - b) Agree that the Supplier may use, for the purposes of assessing an Application for credit and any accompanying Guarantee, any information concerning my/our commercial activities or commercial credit worthiness obtained from a person or body carrying on any business involving the provision of information about the commercial credit worthiness of persons;
 - c) Authorise the Supplier to exercise my/our rights of access to my/our credit information files and credit reports.
- In accordance with Sections 21D, 21E, 21G, 21H and 21J of the Privacy Act 1988, I agree that the Supplier may disclose and/or receive from any credit providers and/or credit reporting bodies any report or record or information that may have any bearing on my/our credit worthiness, credit eligibility, credit standing, credit history or credit capacity for any of the following purposes:
 - a) The assessment of any Application by me/us for credit or commercial credit;
 - b) To notify other credit providers of a default by me/us;
 - c) To exchange information with other credit providers as to the status of my/our account when I am/we are in default with the Supplier or with another credit provider;
 - d) To assess my/our credit worthiness or commercial credit worthiness at any time;
 - e) To assess whether to accept me/us as a customer or to continue to supply credit to me/us.
- Agree that the Supplier may disclose certain aspects of personal information to third parties for the purposes of debt recovery, commencement or continuance of proceedings brought under the terms and conditions of the Application and any accompanying Guarantee, data analysis or as outlined in the Supplier's Privacy Policy