

# Site Access Arrangements - Carriers



(Effective 27 June 2025)

This Site Access Arrangement is made between Qube and the Carrier on the date the Carrier accepts these terms within the Platform:

## RECITALS

- A. Qube operates warehouses and allows third party carriers and other persons to access same to pick up or drop-off consignments as required.
- B. Subject to the Carrier pre-transacting a Booking with Qube through the Platform, the Carrier may use and access the Site on and subject to the terms and conditions set out in this Agreement.
- C. By pre-transacting a Booking through the Platform, the Carrier will be deemed to have accepted and agreed to the terms and conditions set out in this Agreement.

## 1. DEFINITIONS AND INTERPRETATION

### 1.1 Definitions

In this Agreement, unless the context indicates otherwise:

**Agreement** means these Site Access Arrangements, its schedules and the incorporated Platform Terms of Use;

**Business Day** means a day (not a Saturday or Sunday) on which trading banks are open for business in the Jurisdiction;

**Booking** means a booking made by the Carrier through the Platform to notify the Site of its intention to pick-up a Consignment from or deliver a Consignment to the Site;

**Booking Agent** means the Party identified in Item 4;

**Booking Fee** means the fee charged to the Carrier for each Booking as set out in Item 6;

**Booking Window** means the 60 minute period during the Site's Opening Hours set out in Item 3 in relation to a Booking;

**Carrier** means a person engaged in a business of transporting Consignments to or from a Site by Vehicle;

**Cancellation Fee** means the fee charged to the Carrier for any cancelled Booking defined in clause 3.3 and set out in Item 7;

**Claim** means any claim, notice, demand, remedy, suit, account, action, proceeding, investigation, right of action, or any claim for compensation or abatement howsoever arising and whether present or future, fixed or unascertained, actual or contingent whether in connection with this Agreement or at Law;

**Consequential Loss** means any loss of profit or anticipated profit, loss of revenue or anticipated revenue, loss of business opportunity, loss of Agreement, loss of use, loss of or damage to goodwill or reputation arising out of or in connection with the Agreement and any other loss or damage that is in the nature of indirect, special, incidental or consequential loss or damage;

**Consignment** means a consignment of freight to be picked up or dropped-off at the Site by or on behalf of the Carrier;

**Driver** means the person driving or operating the Vehicle for the Carrier or its Personnel;

**GST** means any tax imposed by or through the GST Law on a supply (without regard to any input tax credit) including, where relevant, any related interest, penalties, fines or other charges to the extent they relate to a supply under this Agreement;

**GST Law** means *A New Tax System (Goods and Services Tax) Act 1999* (Cth);

**Insolvency Event** means where a Party becomes insolvent or bankrupt, enters into an arrangement with creditors, enters into a scheme or arrangement (voluntary or otherwise) or, being a company, has a receiver, administrator, liquidator or other external administrator appointed or goes into liquidation, or it has otherwise ceased to carry on business;

**Ipso Facto Laws** means the *Treasury Laws Amendment (2017 Enterprise Incentives No. 2) Act 2017* (Cth);

**Item** means the item (however numbered or designated) in Schedule 1 that corresponds to that numbered item;

**Jurisdiction** means the jurisdiction set out in Item 9;

**Laws** means and includes:

- (a) national, federal, state, territory or local government statutes, regulations, subordinate legislation or laws, by-laws, ordinances, orders, awards and proclamations (including any future legislative enactments or amendments);
- (b) approvals, requirements or other preconditions required by law or any government authority;
- (c) the common law and the principles of equity as applied from time to time in the Jurisdiction;
- (d) Australian Standards, codes of practice or any other relevant industry standards; and
- (e) any fees and charges payable in connection with the foregoing;

**Loss** means any losses, liabilities, damages, injuries, costs, charges or expenses (including lawyers' fees and expenses on a full indemnity basis), fines and penalties howsoever arising and whether present or future, fixed or unascertained, actual or contingent whether in connection with this Agreement or at Law;

**No Show Fee** means the fee charged to the Carrier for any unutilised Booking defined in clause 3.2(d) and set out in Item 8;

**Party** means a party to this Agreement;

**Platform** means the Booking Agent's website platform available from the URL provided at Item 5 through which it operates the web-based truck appointment system;

**Platform Terms of Use** means the terms and conditions set out in the Booking Agent's Terms of Use governing the use of the Platform on the Booking Agent's website, as amended from time to time, available from the URL provided at Item 10;

**Proportionate Liability Legislation** means the *Civil Liability Act 2002* (WA); *Civil Liability Act 2002* (NSW); *Civil Liability Act 2003* (Qld); *Wrongs Act 1958* (Vic); *Civil Law (Wrongs) Act 2002* (ACT); *Proportionate Liability Act 2005* (NT) and the *Law Reform (Contributory Negligence and Apportionment of Liability) Act 2001* (SA) as amended from time to time;

**Personnel** means, in respect of a Party, its directors, officers, employees or agents and that of its Related Bodies Corporate, and in the case of the Carrier, includes its Drivers and any contractors, subcontractors engaged by the Carrier or its Related Bodies Corporate;

**Qube** means the Party identified in Item 1 and includes its Related Bodies Corporate;

**Related Bodies Corporate** has the meaning given to it in the *Corporations Act 2001* (Cth);

**Site** means the location specified in Item 2;

**Site Requirements** means:

- (a) any safety, health, environment, access and security requirements of the Site, or part thereof, as notified from time to time by Qube (including where displayed on any signage); and
- (b) any other plans, policies or procedures of Qube or another party as notified in advance by Qube or otherwise made available to the Carrier from time to time;

**Traffic Management Plan** means the traffic management plan applying to the Site as set out in Schedule 2; and

**Vehicle** means a vehicle used by the Carrier to transport a Consignment to or from the Site.

## 1.2 Interpretation

In this Agreement, unless the context otherwise requires:

- (a) no rule of construction applies to the disadvantage of a Party on the basis that the Party put forward this Agreement or any part of it;
- (b) if any amount becomes payable under this Agreement on a day which is not a Business Day, that amount is payable on the next Business Day;
- (c) words denoting the singular number include the plural and vice versa;
- (d) words denoting individuals include corporations and vice versa;
- (e) a reference to any Party to this Agreement includes their executors, administrators, successors and permitted assigns including any person taking by way of novation and, in the case of a trustee, includes any substituted or additional trustee;
- (f) this Agreement will, if the Carrier comprises more than one person, bind such persons jointly and severally;
- (g) any obligation imposed or right conferred on the Carrier is to be read as being extended to the Carrier's Personnel and, in the case of obligations, requires the Carrier to ensure that its Personnel comply with that obligation;
- (h) If the Carrier is a trustee, it is bound both personally and in its capacity as a trustee;
- (i) headings are for convenience only, and do not affect interpretation;
- (j) references to clause and subclauses are references to clauses and subclauses in this Agreement;
- (k) where a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (l) the word **includes** in any form is not a word of limitation; and
- (m) a reference to this Agreement includes any subsequent amendment of this Agreement.

## 2. CARRIER'S OBLIGATIONS

### 2.1 Health and Safety Requirements

- (a) Non-exclusive access to the Site is subject to compliance with Qube's Site Requirements. By entering the Site, the Carrier's Personnel are deemed to have accepted such Site Requirements.
- (b) The Carrier warrants that it has informed its Personnel of the Site Requirements described in clause 2.1(a) and indemnifies Qube against Loss arising from failure by them to comply with the Site Requirements.
- (c) The Carrier must ensure that at all times whilst at the Site:
  - (i) it complies, and its Personnel comply, immediately and fully with all applicable Laws and any directions given by Qube or the Site;
  - (ii) it complies, and its Personnel comply, with all Site Requirements;
  - (iii) its Drivers are licensed, suitably trained, competent, experienced to drive the Vehicles and their configurations;
  - (iv) its Drivers do not drink alcohol, or smoke or consume illicit drugs at the Site;
  - (v) its Drivers are at all times while at the Site medically fit for work and do not:
    - (A) enter the Site with a breath alcohol exceeding 0.00 or with a drug level exceeding Australian Standards cut off levels;
    - (B) bring onto the Site or consume any alcohol or illicit drugs within the Site; and
    - (C) exceed their maximum regulated hours for driving and working and are not otherwise impaired by fatigue;
  - (vi) its Drivers wear Australian Standards compliant personal protection equipment (**PPE**) as required in Qube's conditions of entry detailed on the signage at the entrance to the Site and wear the following PPE as a minimum:
    - (A) steel cap boots; and
    - (B) high visibility garments, minimum being a vest worn as an outer layer of clothing (compliant to Australian Standard AS 4602); and
  - (vii) it takes all reasonable steps to ensure all Consignments and/or loads are transported in a safe and secure manner and in accordance with applicable Laws.
- (d) The Carrier must ensure that its Vehicles are maintained in good, suitable and roadworthy condition and comply with all Laws, including in respect of road registration and speed limiting devices.
- (e) The Carrier must, upon Qube's request, provide evidence of compliance with clauses 2.1(c) and 2.1(d).
- (f) At any time whilst at the Site, the Carrier's Personnel must participate in drug and alcohol testing carried out by or on behalf of Qube at the Site intended for such Personnel.

- (g) The Site will use its reasonable endeavours to provide notifications of any excessive delays within the Site via Qube's Broadcast Alert system, which sends emails and SMS messages to registered Carriers. Notwithstanding this clause 2.1(g), the Carrier remains responsible for managing its fatigue-related obligations under the relevant Laws.
- (h) Where any of the Carrier's Personnel are determined or otherwise reasonably suspected by Qube to be unfit for duty (including where any of its Personnel undergo a drug and alcohol test and return a non-negative result, are found to have exceeded their maximum regulated working hours, or are observed to be suffering from fatigue or acting erratically or in a manner deemed by Qube to be unsafe) the Carrier must:
  - (i) replace the relevant Personnel in order for the Carrier to be permitted by the Site to continue to operate the Vehicle at the Site; and
  - (ii) ensure its Personnel leave the Site or, at Qube's election, arrange for the safe transportation of the relevant Personnel away from the Site.
- (i) If the Carrier's Personnel fail to comply with any requirement under this clause 2, then Qube may in its sole discretion deny that person or those persons access to or remove them from the Site without any liability and such non-compliance will be deemed a breach of this Agreement by the Carrier.

## **2.2 Traffic Management**

The Carrier acknowledges that Qube has policies and procedures to regulate traffic within the Site and the Carrier must, at all times whilst at the Site:

- (a) Subject to clause 2.2(b), adhere to the traffic flow and additional details as set out in the Traffic Management Plan provided in Schedule 2 and follow any internal traffic signs at the Site;
- (b) comply with any and all directions provided by Qube or the Site, including any deviation from the Traffic Management Plan;
- (c) comply with the Site's maximum speed limits;
- (d) give way to pedestrians and Site vehicles (for example, forklifts) operating in the Site;
- (e) only exit the Vehicle where it is in a designated safe zone and are wearing appropriate PPE;
- (f) only use designated pedestrian walkways and do not walk around the Site without a Site representative;
- (g) do not walk behind or around forklifts while being loaded or unloaded; and
- (h) do not drive or walk under suspended loads.

## **2.3 Incident and Hazard Reporting Requirements**

- (a) The Carrier must immediately (and in any event prior to the Carrier's departure from the Site) report to Qube the following:
  - (i) any injury or other harm to any person or any damage to the Vehicle or a Consignment;
  - (ii) any pollution, contamination or environmental harm caused, threatened or may be caused;
  - (iii) any incident which is required by Law to be reported or notified to any relevant government authority;
  - (iv) any other accident, incident or near-miss event (whether or not causing damage or harm);
  - (v) any emergency situation, any actual or potential hazard or risk, unsafe area or work practice which occurred, or was identified by the Carrier or any of its Personnel, at the Site; or
  - (vi) any breach of any applicable Law involving the Carrier or any of its Personnel, or which comes to their attention, occurring at the Site.
- (b) The Carrier agrees to provide such cooperation and information as is reasonably requested by Qube in respect of any investigation into any the events set out in clause 2.3(a) which the Carrier may have had an involvement or knowledge.
- (c) Qube requires timely compliance with clause 2.3(a) in order for it to be able to have notice of, investigate and collect evidence in relation to events that may give rise to liability or present opportunities for risk reduction. If Qube does not receive a report from the Carrier or its Personnel in accordance with clause 2.3(a) within 7 days from the date of any such event or circumstance occurring or alleged to have occurred, Qube reserves the right to reject any later Claim made by the Carrier against Qube or its Personnel due to, arising out of, or in any way in connection with any events or circumstances listed in clause 2.3(a) and Qube will have no liability to the Carrier or its Personnel in respect of such rejected Claim.
- (d) To the extent permitted by Law, Qube will have no liability to the Carrier for any Claim for any Loss if the Carrier does not commence legal proceedings against Qube within 12 months of the Carrier providing Qube with written notice in accordance with clause 2.3(c) or of the date the Carrier should have provided Qube written notice in accordance with clause 2.3(c). This is necessary to allow for the prompt and efficient management of claims and to ensure that Qube has access to all relevant company records or other data, or to Qube's Personnel or other parties who may have had an involvement in, or knowledge of and are able to properly recall, the matters in connection with the Claim.

## **2.4 Other Obligations**

The Carrier must ensure that:

- (a) all Vehicles have their own load restraint equipment which is in a fit and serviceable condition and suitable for retraining the load having regard to the Vehicle and the Consignment;
- (b) for pick-ups, Drivers ensure that the Consignment is loaded, positioned and restrained in accordance with the relevant Laws;
- (c) Drivers do not perform maintenance or cleaning activities on any Vehicle whilst in the Site; and
- (d) Drivers do not access the top of Vehicles or other point of work where a fall, the potential of which is equal to or greater than 2 meters exists.

## **3. SITE ACCESS**

### **3.1 Bookings**

- (a) The Carrier may access the Site by pre-transacting one of the following Bookings through the Booking Agent:
  - (i) a "Drop Off Booking" to deliver a Consignment to the Site; or
  - (ii) a "Pick Up Booking" to pick-up a Consignment from the Site.

- (b) To pre-transact a Booking, the Carrier must make a Booking through the Platform through an account or as a one-off (guest) user. To commence the registration process, the Carrier must complete and submit an online registration form on the Platform.
- (c) All Bookings will be pre-transacted in accordance with and subject to the Platform Terms of Use.
- (d) Booking Windows will be made available by the Booking Agent 7 days in advance. All Bookings are required to be made a minimum of 1 hour prior to the commencement of the nominated Booking Window. It is a mandatory requirement for all Bookings that the Vehicle registration number is provided by the Carrier at the time the Booking is made.

### 3.2 Reporting Booking Performance

The Carrier's performance in respect of a Booking will be recorded by the Platform as:

- (a) **"On Time"** where the Vehicle arrives during the Booking Window for that Booking;
- (b) **"Early"** where the Vehicle arrives before the commencement of the Booking Window for that Booking and the Site, at its discretion, grants the Carrier access to the Site in accordance with clause 44(d);
- (c) **"Late"** where the Vehicle arrives after the conclusion of the Booking Window for that Booking and the Site, at its discretion, grants the Carrier access to the Site in accordance with clause 44(e); or
- (d) **"No Show"** where the Vehicle:
  - (i) fails to attend its Booking Window for any reason (including where such failure is the result of the Carrier's non-compliance with the Site's requirements or this Agreement); or
  - (ii) arrives after the conclusion of the Booking Window for that Booking and the Site, at its discretion, does not grant the Carrier access to the Site in accordance with clause 44(e).

### 3.3 Cancellation of a Booking

- (a) Where the Carrier cancels a Booking:
  - (i) up to 1 hour before the commencement of a Booking Window, the Carrier will not be liable for the Booking Fee for the Booking; or
  - (ii) less than 1 hour before the commencement of a Booking Window, the Carrier will be liable to pay the Cancellation Fee for the Booking to partially compensate Qube for any impact on its operations arising from the Carrier's failure to comply with timings and other requirements relating to a Booking.
- (b) The Site reserves the right to cancel a Booking at its own discretion at any time where the Site has been closed or otherwise for any Force Majeure Event (as defined under clause 9(a)) or for any other reason where Qube requires to do so for any safety, operational or industrial issues, without incurring any liability to the Carrier. In the event the Site cancels a Booking, the Site will give as much notice as is reasonably practicable to the Carrier by email and the Carrier will not be liable for the Booking Fee for the Booking.

## 4. VEHICLE ARRIVAL PROCEDURES

- (a) A Carrier must make a Booking through the Platform for every Consignment it wishes to collect from or deliver to the Site.
- (b) A Carrier is required to arrive at the Site within the relevant Booking Window and report to the designated pick-up and drop-off area at the Site.
- (c) When a Vehicle arrives at the Site, the Driver must provide to the Site the Vehicle's registration number to identify and activate the Booking, and upon verification of a valid Booking.
- (d) Access to the Site by the Carrier for a Booking within 30 minutes prior to the commencement of the Booking Window for that Booking will be at the Site's discretion. The Site may, at its own discretion, refuse early access to the Site and request the Driver to exit the Site and return during the Booking Window.
- (e) Access to the Site by the Carrier for a Booking within 30 minutes after the conclusion of the Booking Window for that Booking will be at the Site's discretion. The Site may, at its own discretion, refuse late access to the Site and request the Carrier's Personnel to exit the Site and the Carrier must, at its sole cost, make a new Booking through the Platform for another Booking Window.
- (f) If the Carrier:
  - (i) fails to attend its Booking Window for any reason (including where such failure is the result of the Carrier's non-compliance with the Site's requirements or this Agreement); or
  - (ii) arrives after the conclusion of the Booking Window for that Booking and the Site, at its discretion, does not grant the Carrier access to the Site in accordance with clause 4(e),
 then the Carrier will be required to pay the No Show Fee to partially compensate Qube for any impact on its operations arising from a Carrier's failure to comply with timings and other requirements relating to a Booking.
- (g) If a Vehicle arrives at the Site without a Booking the Site may refuse access to the Site.
- (h) The No Show Fee is Qube's reasonable assessment of the loss it will incur by reason of allowing the Carrier access to the Site outside of the Booking Window, or the Carrier failing to attend its allocated Booking Window.

## 5. PAYMENT

### 5.1 Booking Fees and Payment

- (a) The Carrier will pay the Booking Fees for each Booking made through the Platform and is responsible to pay any other charges in accordance with this Agreement.
- (b) The Booking Agent is an appointed agent for the invoicing and collection of the Booking Fees and other charges payable by the Carrier to Qube under this Agreement.
- (c) The Booking Fees and other charges incurred by the Carrier under this Agreement in any calendar month will be invoiced to the Carrier by the Booking Agent for bookings at a Site at the end of that month.
- (d) The Carrier must, no later than 14 days from the date of an invoice, pay to the Booking Agent:
  - (i) the Booking Fees for each Booking made during the preceding calendar month;

- (ii) any Cancellation Fees and or No Show Fees charged to the Carrier during the preceding calendar month;
  - (iii) all government charges and taxes relating to this Agreement or payments to be made under it, including stamp duty, financial institutions duty and GST; and
  - (iv) costs and expenses incurred in the exercise or attempted exercise by Qube of Qube's rights under this Agreement, including collection agency fees (if permissible) and legal fees (calculated on a solicitor and own client basis).
- (e) Subject only to this clause 5.1(e), the Carrier must not withhold, deduct or set off from any moneys due or otherwise payable under this Agreement. Where an invoice or part of an invoice is genuinely disputed by the Carrier, the Carrier must provide written notice of such payment dispute before the due date for payment and must pay any undisputed portion of the invoice by the due date. Qube and the Carrier must negotiate in good faith to resolve the dispute within 7 days. Following that attempt, if Qube reasonably considers that the disputed amount remains payable to it then Qube may give written notice to the Carrier and require the Carrier to pay the disputed amount within the later of the original due date specified on the invoice and 7 days after Qube's written notice. If the Carrier does not pay the outstanding amount in accordance with this clause 5.1(e), then Qube may exercise any of its rights under this Agreement as if the outstanding amount was due and owing to Qube. If the Carrier pays the outstanding amount in accordance with this clause 5.1(e) and a further resolution of the dispute subsequently determines that such amount or portion thereof was not payable to Qube, then Qube must repay that amount to the Carrier.

## **5.2 Goods and Services Tax**

- (a) Words used in this clause that are defined in the GST Law have the meaning given in that legislation.
- (b) Unless otherwise specified, all amounts payable under this Agreement are exclusive of GST and must be calculated without regard to GST.
- (c) If a supply under this Agreement is a taxable supply, the recipient of that taxable supply (**Recipient**) must, in addition to any other consideration, pay to the Party making the taxable supply (**Supplier**) the amount of GST in respect of the supply.
- (d) The Recipient will only be required to pay an amount of GST to the Supplier if and when the Supplier provides a valid tax invoice to the Recipient in respect of the taxable supply.
- (e) If there is an adjustment to a taxable supply made under this Agreement then the Supplier must provide an adjustment note to the Recipient.
- (f) The amount of a Party's entitlement under this Agreement to recovery or compensation for any of its costs, expenses or liabilities is reduced by the input tax credits to which that Party is entitled in respect of those costs, expenses or liabilities.

## **6. LIABILITY AND INDEMNITY**

### **6.1 Indemnity**

To the maximum extent permitted by Law, the Carrier indemnifies and will keep indemnified Qube and its Personnel from and against any Claim or Loss of any nature suffered or incurred by or made or brought against Qube or its Personnel due to or arising out of or in connection with:

- (a) any misconduct, negligence, or fraudulent acts or omissions by the Carrier or its Personnel; or
- (b) a breach of clause 2,

except to the extent that any such Claim or Loss is caused or contributed to by any misconduct, error, neglect or default of Qube or its Personnel.

### **6.2 Exclusion of Consequential Loss**

To the extent permitted by Law, neither Party will have any liability to the other Party for Consequential Loss, except nothing in this clause 6.2 excludes or limits the Carrier's liability arising out of or in any way in connection with:

- (a) any Claim or Loss arising from injury, illness or death of any person or the loss or damage to property or any pollution, contamination or environmental harm;
- (b) any fraud, criminal conduct or breach of any Laws by the Carrier or its Personnel; or
- (c) any conduct, breach, act or omission by the Carrier or its Personnel done or omitted to be done after having had regard to, or with conscious or reckless indifference to, the foreseeable harmful consequences arising from the conduct, breach, act or omission.

## **7. INSURANCE**

- (a) The Carrier must, at its own cost, effect and maintain at all times while accessing the Site:
  - (i) public liability insurance to cover its liability to third parties for loss of or damage to property and the death of or injury to any person (other than liability covered under workers' compensation insurance) for a limit of not less than \$10,000,000 for any one occurrence;
  - (ii) comprehensive motor vehicle insurance in respect of all Vehicle, trailers and equipment for their full replacement value; and
  - (iii) workers' compensation insurance as required by Law.
- (b) Qube must at all times while providing access to the Site, effect and maintain at its own cost:
  - (i) public liability insurance to cover its own liability and third parties for loss of or damage to property and the death of or injury to any person (other than liability covered under workers' compensation insurance) for a limit of not less than \$10,000,000 for any one occurrence; and
  - (ii) workers' compensation insurance as required by Law.
- (c) The Carrier must, upon request of Qube, provide Qube with certificates of currency proving compliance with clause 7(a).

## **8. SUSPENSION**

- (a) In addition to any suspension rights under the Platform Terms of Use, Qube may, in its sole discretion and at the Carrier's sole cost, suspend the Carrier's account, or access to the Carrier's account, with the Booking Agent, for such time as Qube thinks fit, if Qube has reasonably formed the opinion that the Carrier has failed to perform any of its obligations under this Agreement (including failure to pay or failure to notify an incident or hazard) or is in breach of this Agreement.

- (b) Qube must provide reasons to the Carrier for any suspension made in accordance with clause 8(a) and provide the Carrier with a reasonable opportunity to remedy the reason for the suspension.
- (c) If in Qube's reasonable opinion the reason for a suspension has been remedied, Qube must remove the suspension and reinstate the Carrier's account or access to the Carrier's account with the Booking Agent as applicable.

## 9. FORCE MAJEURE

- (a) If Qube or the Carrier (the **affected party**) is wholly or partially precluded or delayed from performing any services or otherwise complying with its obligations under this Agreement by anything outside the affected party's reasonable control (the **Force Majeure Event**), then the affected party's obligation to perform the affected obligations under this Agreement (other than the Carrier's obligation to pay Qube the Booking Fees, Cancellation Fees, No Show Fees or other amounts due under this Agreement) will be suspended for the duration of the delay arising out of the Force Majeure Event.
- (b) If the Force Majeure Event (and consequential inability to perform delay in the performance of the Agreement) continues for a period longer than 30 days from its initial occurrence, then either Party may terminate this Agreement by written notice to the other with no liability to the other as a result.

## 10. DEFAULT AND TERMINATION

- (a) Either Party may, by giving written notice to the other Party, immediately terminate this Agreement, whether in whole or in part, on the occurrence of:
  - (i) a breach by that other Party of this Agreement and the breach is not capable of remedy; or
  - (ii) a Defaulting Party's failure to remedy a breach to the other Party's reasonable satisfaction within 14 days from the receipt of a Breach Notice from that other Party.
- (b) If a Party (**Defaulting Party**) has breached its obligations under this Agreement and that breach is capable of remedy, the other Party may provide notice in writing to the Defaulting Party requiring such breach to be remedied within 14 days from the date of receipt of the notice from the other Party (**Breach Notice**).
- (c) If the Defaulting Party fails to remedy the breach within 14 days from the date of receipt of the Breach Notice to the other Party's reasonable satisfaction, the other Party may immediately terminate this Agreement by giving further written notice in accordance with clause 10(a).
- (d) Except where a Party is prohibited from doing so under the Ipso Facto Laws, a Party has the right to immediately terminate this Agreement by notice in writing to the other Party where an Insolvency Event occurs in relation to that other Party.
- (e) Termination of this Agreement for any reason shall not abrogate, impair, release or extinguish any debt, obligation of liability of one Party to the other which may have accrued under this Agreement, including (without limitation) any such debt, obligation or liability which was the cause of termination or arose out of such cause.
- (f) Clauses 1, 2.3, 5, 6, 10, 11, 12, 14 and 15 will survive expiry or termination of this Agreement. Nothing in this clause 10(f) prevents any other provision of this Agreement, as a matter of interpretation, surviving expiry or termination.

## 11. DISPUTE RESOLUTION

- (a) If a dispute arises in connection with this Agreement (**Dispute**):
  - (i) Either Party may give to the other notice of the Dispute and the Parties' Representatives authorised to resolve the Dispute must meet and attempt to resolve the Dispute within 10 Business Days of that notice.
  - (ii) If the Parties' Representatives fail to resolve the Dispute, the Chief Executive Officers (or equivalent) of the Parties, or their authorised nominees, must meet and attempt to resolve the Dispute within a further 10 Business Days.
  - (iii) If the Parties fail to resolve the Dispute within 20 Business Days, then either Party may, by giving written notice to the other Party, commence proceedings in a court of competent jurisdiction.
- (b) This clause 11 does not prejudice the rights of a Party at any time to seek injunctive, declaratory or other interlocutory relief (including for specific performance) against the other Party.
- (c) Without prejudice to any of the rights of a Party under this Agreement, each Party must continue to perform its obligations under this Agreement notwithstanding the existence of a Dispute (subject to Qube exercising any of its rights under this Agreement).

## 12. CONFIDENTIALITY

All documents and other information concerning the business, affairs or personal information (as defined under the *Privacy Act 1988* (Cth)) of a Party made available by or behalf of that Party (**Discloser**) to the other Party (**Recipient**) in connection with this Agreement which is identified as confidential or which the Recipient knows, or ought reasonably to be expected to know, is confidential to the Discloser, in any form or media whatsoever, whether before or after the date of this Agreement, must only be used for a legitimate purpose in connection with this Agreement and must not be disclosed by the Recipient to a third Party except

- (a) where the Recipient needs to make a disclosure to its Personnel, auditors, insurers, professional provided that such disclosure is limited to being required for the legitimate purpose in connection with this Agreement and the third Party recipient is under a contractual obligation to keep the information confidential (any disclosure by such person shall be deemed to be a breach of the Agreement by the Recipient); or
- (b) as required by law or court order, the requirements of any lawful authority or the rules of any recognised stock exchange, and in those circumstances the Discloser must, where it is lawful to do so, give prompt written notice of such disclosure requirement and the confidential information must only be disclosed to the extent necessary to comply with the disclosure requirement; or
- (c) with the written prior consent of the Discloser.

## 13. PRIVACY

- (a) Qube is committed to protecting the privacy of all invitees or other attendees at the Site, and any collection of personal information is subject to the terms of Qube's Privacy Policy, which is available on the Qube website at <https://qube.com.au/privacy/> (as amended from time to time), and otherwise on request.
- (b) Qube collects and uses data, including personal information, for a range of purposes relating to the functions and activities of Qube and its invitees or other attendees at the Site, which are reasonably necessary and detailed in its Privacy Policy. Qube

only makes use of biometric information, video surveillance and facial recognition technology in identifying an individual for security, risk management, loss prevention, regulatory and incident investigation purposes at the Site.

- (c) The types of personal information that Qube may collect include name, gender, date of birth, age, identification information, signatures, driver's licence number, contact details (addresses and phone numbers), vehicle number plate details, employer or business details, biometric information, images and information from video surveillance, facial recognition technology and other cameras at the Site (including in car parks, pick up areas and Site entrances).
- (d) The CCTV surveillance systems, biometric information and facial technology used at the Site may include some the following features:
  - (i) cameras which capture video footage of an area, which is then transmitted to a monitor or recording device for review;
  - (ii) cameras which capture, obtain and transfer information relating to an individual's distinct physiological or biological traits (such as their facial characteristics, iris or hand shape) which can be utilised to verify their identity due to their uniqueness;
  - (iii) motion detection, remote access, and video analytics, which can automatically detect and alert Qube to suspicious behaviour or events;
  - (iv) facial recognition technology to identify individuals and track their movements;
  - (v) drivers licence scanning technology to match personal information for verification or identification purposes; and
  - (vi) cameras which collect images, which is then used by facial recognition technology to generate and collect faceprints.
- (e) The Carrier acknowledges and agrees that:
  - (i) it has obtained and reviewed a copy of Qube's Privacy Policy; and
  - (ii) the Carrier has adequately informed their Personnel of:
    - (A) the use of CCTV surveillance systems, facial recognition technology and the collection of their biometric information, faceprints and image at the Site;
    - (B) Qube's Privacy Policy, and the collection of personal and sensitive information (including biometric information and their image from CCTV surveillance systems and facial recognition technology) prior to arriving at the Site or completing any induction program;
    - (C) their right to refuse the collection of biometric information and their image from CCTV Surveillance systems and facial recognition technology and such refusal may result in Qube refusing to provide access to the Site; and
    - (D) their right to discuss the collection of their images and biometric information with Qube by contacting Qube's Privacy Officer (section 7 of the Qube Privacy Policy).
- (f) The Carrier warrants each of the following to Qube:
  - (i) any personal and sensitive information that the Carrier or its Personnel discloses to Qube under this Agreement has been collected and disclosed in accordance with the *Privacy Act 1988* (Cth); and
  - (ii) Qube is authorised, either by express consent of the individual or by Law, to collect the personal and sensitive information from the Carrier and use and hold the personal and sensitive information for the purposes set out in this Agreement or Qube's Privacy Policy.

#### 14. NOTICES

Any notice, consent, approval, request, demand or other communication relating to this Agreement:

- (a) must be either personally served on Qube or posted to the address of Qube or sent to the email address of Qube as set out in Schedule 1 or as otherwise notified by Qube from time to time.
- (b) is taken to have been received:
  - (i) if hand delivered, upon delivery;
  - (ii) if posted, the 5th Business Day after posting within Australia, otherwise the 10th Business Day after posting;
  - (iii) if sent by email, the time when the email leaves an information system under the control of the Carrier or of the party who sent it on behalf of the Carrier provided that the sender does not receive a notice from an automated message system indicating that the transmission has been delayed or has failed,

but if a notice is received by hand or email after 5:00pm or on a day which is not a Business Day, it is taken as having been received at 9:00am on the next Business Day.

#### 15. GENERAL

- (a) To the extent permitted under the Proportionate Liability Legislation, the operation of that legislation is excluded and does not apply to any Claim relating to or arising out of this Agreement.
- (b) This Agreement and any documents incorporated by reference herein contain the entire understanding between the Parties concerning the subject matter of this Agreement and supersedes all prior communications between the Parties. Except as expressly stated otherwise in this Agreement, neither Party has relied on any representation, warranty or undertaking of any kind made by or on behalf of any of the other Party in relation to the subject matter of this Agreement.
- (c) This Agreement is governed by and must be construed in accordance with the laws of the Jurisdiction. The Parties submit to the exclusive jurisdiction of the courts of the Jurisdiction and to courts hearing appeals therefrom in respect of all matters or things arising out of this Agreement.
- (d) If any provision of this Agreement is prohibited, invalid or unenforceable in any jurisdiction, that provision will be severed from this Agreement to the extent of the prohibition, invalidity or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of that provision in any other jurisdiction.
- (e) The Carrier must not assign, novate or otherwise transfer this Agreement or any part of it to any other person without Qube's prior written consent which will not be unreasonably withheld and, if given, may be on such terms as Qube considers reasonable. Qube may assign its rights and obligations under this Agreement to any person at any time by giving the Carrier written notice.

- (f) If the Carrier enters into this Agreement as a trustee, it represents and warrants in its own right and as trustee of the relevant trust that, as at the date of this Agreement and until such time as all of the Carrier's obligations under this Agreement are discharged:
- (i) the Carrier is the sole trustee of that trust;
  - (ii) the Carrier has the requisite capacity and authority to enter this Agreement on behalf of, and to bind the beneficiaries of, that trust and to perform all the Carrier's obligations under this Agreement pursuant to the documents governing that trust; and
  - (iii) the Carrier has the right to be fully indemnified out of the assets of that trust in relation to this Agreement and the assets of that trust are sufficient to satisfy all obligations of the Carrier under this Agreement.
- (g) A failure or delay by a Party in exercising any power or right conferred on the Party by this Agreement does not operate as a waiver of the power or right. A single or partial exercise of the power or right does not preclude a further exercise of it or the exercise of any other power or right under this Agreement. A waiver of a breach does not operate as a waiver of any other breach.
- (h) The Carrier acknowledges and agrees that Qube may update, vary or amend these terms and conditions of this Agreement and or the Booking Fees, Cancellation Fees and No Show Fees from time to time, provided any such update, variation or amendment is communicated to the Carrier with 2 Business Days' prior notice via publication on the Platform. If the Carrier pre-transacts a Booking after the time of publication, the Carrier will be deemed to have accepted these updated, varied or amended terms and conditions.
- (i) Qube reserves the right to amend these terms and conditions immediately without notice where Qube acting reasonably considers such amendment is necessary or desirable for the operation and management of the Site as a result of or in connection with:
- (i) any change of Law;
  - (ii) any change in rules, policies or operational processes or procedures introduced by any authority;
  - (iii) any change Qube reasonably considers necessary or desirable to prevent injury to persons, harm to the environment or loss or damage to property at or near the Site; or
  - (iv) any change materially affecting access or operations at the Site,
- in which case, any update, variation or amendment will be communicated to the Carrier via publication on the Platform as soon as reasonably practicable.

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# Schedule 1 – Details

| Item | Description           | Details                                                                                                                  |
|------|-----------------------|--------------------------------------------------------------------------------------------------------------------------|
| 1.   | Qube                  | Name: <b>Insert</b><br>ABN: <b>Insert</b><br>Address: Level 27, 45 Clarence Street, Sydney, NSW 2000                     |
| 2.   | Site Details          | Address: <b>Insert</b><br>Email: <b>Insert</b>                                                                           |
| 3.   | Site Opening Hours    | <b>07:00am to 03:00pm Monday to Friday (excluding public holidays)</b><br><i>*Subject to change upon written notice.</i> |
| 4.   | Booking Agent         |                                                                                                                          |
| 5.   | Platform URL          | The Platform is accessible at <a href="https://www.inboundconnect.com">https://www.inboundconnect.com</a>                |
| 6.   | Booking Fee           | \$ <b>insert</b> per Booking plus GST                                                                                    |
| 7.   | Cancellation Fee      | <b>Insert /OR/ The applicable Booking Fee for the Booking cancelled.</b>                                                 |
| 8.   | No Show Fee           | <b>Insert /OR/ The applicable Booking Fee for the Booking booked.</b>                                                    |
| 9.   | Jurisdiction          | <b>Insert</b>                                                                                                            |
| 10.  | Platform Terms of Use |                                                                                                                          |
| 11.  | Special Conditions    | <b>Insert /OR/ Not applicable at this Site.</b>                                                                          |

# Schedule 2 – Traffic Management Plan

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