



Tradie Terms

1 Introduction

- 1.1 These terms will govern your use of our website, the account that you create on our website and the services that we agree to provide to you.
- 1.2 Please read these terms carefully, as they constitute a legal and binding agreement between you and us.
- 1.3 By using our website, and registering an account with us, you accept these terms in full. If you disagree with these terms or any part of these terms, you must not use our website or create an account with us.
- 1.4 If you register with our website, submit any material to our website or use any of our website services, we will ask you to expressly agree to these terms and conditions.
- 1.5 You must be at least 18 years of age to use our website. By using our website or agreeing to these terms and conditions, you warrant and represent to us that you are at least 18 years of age.
- 1.6 In this policy, "we", "us" and "our" refer to Travelling Tradies Australia Pty Ltd (ABN 32 625 363 671).

2 Copyright

- 2.1 We, together with our licensors, own and control all the copyright and other intellectual property rights in our website and the material on our website.
- 2.2 All the copyright and other intellectual property rights in our website and the material on our website are expressly reserved.
- 2.3 You must not do any of the following without our prior written consent:
 - (a) republish material from our website (including republication on another website);
 - (b) sell, rent or sub-license material from our website;
 - (c) show any material from our website in public;
 - (d) exploit material from our website for a commercial purpose; or
 - (e) redistribute material from our website.

3 Beta version

- 3.1 You acknowledge that this is a beta version of the Travelling Tradies platform which is still undergoing final testing before its official release. The platform, its software, the website and all content found on it are provided on an "as is" and "as available" basis.
- 3.2 We do not give any express or implied warranties as to the suitability of our services, the platform, the website, its software or any of its content.
- 3.3 We will not be liable for any loss, damage or costs whether direct, indirect, special or consequential, suffered by you as a result of your use of our services, the platform, the website, its software or content. Any agreement made through our website is done at your own risk and you will be solely responsible for any damage or loss that results from such agreement.
- 3.4 If you encounter any bugs, glitches, lack of functionality or other problems on the platform, you agree to let us know as soon as reasonably practical so we can investigate and correct the issue. Your assistance in this regard is greatly appreciated and we ask for both positive and negative feedback. You further acknowledge that any improvements, modifications and changes arising from or in connection with your contributions, remain or become our sole and exclusive property.

4 Registration and accounts

- 4.1 You may register an account on our website by completing and submitting the account registration form on our website, and clicking on the verification link in the email that the website will send to you.
- 4.2 You must not allow any other person to use your account to access our website.
- 4.3 You must notify us in writing immediately if you become aware of any unauthorised use of your account.
- 4.4 You must not use any other person's account to access the website.

5 User login details

- 5.1 If you register for an account with our website, you will be asked to choose a user ID and password.
- 5.2 You must keep your password confidential.
- 5.3 You must notify us in writing immediately if you become aware of any disclosure of your password.
- 5.4 You are responsible for any activity on our website arising out of any failure to keep your password confidential, and may be held liable for any losses arising out of such a failure.

6 Use of our services

- 6.1 When registering as a tradie on our website, you acknowledge and agree that:
 - (a) you are responsible for your own account security and you will not share your account details with any other person;
 - (b) you are over 18 years old;
 - (c) you will use your real name, address and contact details;
 - (d) all other information you provide including, without limitation, your details of your trade qualifications and experience, will be accurate and true.
- (a) you will not contact a venue host or view the resources until we advise you that you have been verified and approved as a Travelling Tradie;
- (b) your suitability for connection with a venue will depend on the profile you write. However, we make no representations that a suitable venue will be found for you;
- (c) we are not an agency and we do not guarantee that you will find a suitable venue;
- (d) we cannot guarantee that any venue you contact after registering an account with us will respond to your query or will offer you stays, services or experiences on the dates of your choosing. However, we will help you to liaise with venues, if you let us know that you would like our assistance; and
- (e) once you have registered your account on our website, venue hosts will also be able to view your profile and to contact you if they are interested in retaining your services.

7 Your obligations

- 7.1 You and the venue are responsible for making arrangements directly with each other in relation to materials needed and the dates on which you will provide your services, when you will be staying at the venue or redeeming a service or experience. We do not introduce one party to another; we are merely a meeting point. We may recommend Venues for you to connect with but it is your decision whether or not to make contact with any venue.
- 7.2 If you cannot deliver an agreed service or attend an agreed stay, service or experience with/at a venue, you must advise us and the venue in writing as soon as possible.
- 7.3 Whilst we screen the venues when they register an account with us, it is your responsibility to check the venue website, Google, Facebook, and other media platforms to ensure they are a suitable venue for you.

- 7.4 We will use reasonable endeavors to ensure information provided by the venues are accurate and up to date. However, despite our efforts, we cannot guarantee that all venue information will be accurate and up to date at all times. It is therefore imperative that you conduct your own searches to verify that the venue is acceptable to you.
- 7.5 All travel is at your own risk. It is your sole responsibility to ensure that you have appropriate travel documents, including relevant COVID travel permits, visas and the like.
- 7.6 All work you undertake at the venue is at your own risk.
- 7.7 We accept no responsibility or liability if you are injured in any way by undertaking work at a venue or while you travel to a venue. We also accept no responsibility or liability if any of your tools or equipment are lost, stolen or damaged in any way.
- 7.8 You must ensure that you have all appropriate insurances in place to cover your travel and the work that you undertake. This is because we do not accept any responsibility or liability for the work that you undertake at any venue. You therefore acknowledge that you are solely responsible and liable for the work that you undertake at any venue. You indemnify us against all cost, loss or damage you suffer as a result of your breach of this clause. This clause 7.8 survives termination of these terms.
- 7.9 You agree to act professionally and courteous at all times. We reserve the right to cancel your membership at any time if we reasonably believe that you have not adhered to the required level of professionalism or have brought our name into disrepute in any way.
- 7.10 You agree to undertake the agreed tasks and types of work in exchange for equivalent stays, services or experiences in accordance with the parameters set out on the platform. You further agree to undertake those tasks in a professional and workman like manner and to generally accepted industry standards.

8 Prohibited dealings

- 8.1 You agree not to enter into any direct monetary dealings with venues outside our platform.
- 8.2 If you accept payment for services or stays, services or experiences in exchange for services outside our platform, we have the right to:
- (a) immediately terminate your account;
 - (b) remove your ability to use our platform; and
 - (c) take such legal action as we consider appropriate to recover the loss and damage we suffered as a result of your breach of this clause.
- 8.3 This clause 8 survives termination of these terms.

9 Our rights

- 9.1 We reserve the right to cancel your account without refund if you do not adhere to these terms.
- 9.2 We may suspend or cancel your account if your account is not being used or if someone else is using your account.
- 9.3 We reserve the right to monitor the communication between you and a venue. We also reserve the right to intervene if we believe that these terms have been breached in any way or if we believe that your interactions with the venue does not represent the professionalism and workmanship quality with which you agree to undertake the work.

10 Payments

- 10.1 You agree to comply with the payment arrangements as specified on our platform from time-to-time.
- 10.2 If you do not complete the agreed works, to the agreed standards, we reserve the right to charge your credit card a fee equal to the market rate of the venue (calculated from the cost per night listed by us on the platform) plus a service fee of 15% of the total amount owed. Hosts will receive the amount of each night and we will receive service fee.

11 Tax

- 11.1 You are solely responsible to ensure that you apply the correct tax treatment to services that you provide to venues and tax deductions that you claim. Those taxes include, without limitation, GST and income taxes.
- 11.2 You represent and warrant to us that you will seek professional advice in relation to the appropriate tax treatment of goods and services that you provide to venues. You further acknowledge that in entering into this agreement with you, we are relying upon this representation and warranty that you provide to us.
- 11.3 You indemnify us against all loss, liability and costs that you may suffer or incur as a result of the failure to pay tax or to pay the correct amount of tax in relation to goods and/or services that you provide to venues or in connection with these terms.
- 11.4 This clause 11 survives termination of these terms.

12 Misuse of our website

- 12.1 You must not:
- (a) use our website in any way or take any action that causes, or may cause, damage to the website or impairment of the performance, availability, accessibility, integrity or security of the website;
 - (b) use our website in any way that is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity;
 - (c) hack or otherwise tamper with our website;
 - (d) probe, scan or test the vulnerability of our website without our permission;
 - (e) circumvent any authentication or security systems or processes on or relating to our website;
 - (f) use our website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software;
 - (g) impose an unreasonably large load on our website resources (including bandwidth, storage capacity and processing capacity);
 - (h) decrypt or decipher any communications sent by or to our website without our permission;
 - (i) conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to our website without our express written consent;
 - (j) access or otherwise interact with our website using any robot, spider or other automated means, except for the purpose of search engine indexing;
 - (k) use our website except by means of our public interfaces;
 - (l) violate the directives set out in the robots.txt file for our website;
 - (m) use data collected from our website for any direct marketing activity (including without limitation email marketing, SMS marketing, telemarketing and direct mailing); or
 - (n) do anything that interferes with the normal use of our website.
- 12.2 You must ensure that all the information you supply to us through our website, or in relation to our website, is true, accurate, current, complete and non-misleading.

13 Limited warranties

- 13.1 We do not warrant or represent:
- (a) the completeness or accuracy of the information published on our website;
 - (b) that the material on the website is up to date;

- (c) that the website will operate without fault; or
- (d) that the website or any service on the website will remain available.

- 13.2 We reserve the right to discontinue or alter any or all of our website services, and to stop publishing our website, at any time in our sole discretion without notice or explanation; and save to the extent expressly provided otherwise in these terms, you will not be entitled to any compensation or other payment upon the discontinuance or alteration of any of our services, or if we stop publishing the website.
- 13.3 To the maximum extent permitted by applicable law and subject to clause 14 we exclude all representations and warranties relating to the subject matter of these terms, our services, our website and the use of our website.

14 Limitation and exclusion of liability

14.1 Nothing in these terms and conditions will:

- (a) limit or exclude any liability for death or personal injury resulting from negligence;
- (b) limit or exclude any liability for fraud or fraudulent misrepresentation;
- (c) limit any liabilities in any way that is not permitted under applicable law; or
- (d) exclude any liabilities that may not be excluded under applicable law.

14.2 The limitations and exclusions of liability set out in this clause and elsewhere in these terms:

- (a) are subject to clause 14.1; and
- (b) govern all liabilities arising under these terms or relating to the subject matter of these terms, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in these terms.

14.3 To the extent that our website and the information and services on our website are provided free of charge, we will not be liable for any loss or damage of any nature. To the extent that payment has been made for our services, our liability will be limited to 150% of the amount you paid us in the 12 months immediately preceding the date of your claim.

14.4 We will not be liable to you in respect of any losses arising out of any event or events beyond our reasonable control. This includes, without limitation, loss or damage that you suffer or incur while redeeming any stay, service or experience from a venue.

14.5 We will not be liable to you in respect of any business losses, including (without limitation) loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill.

14.6 We will not be liable to you in respect of any loss or corruption of any data, database or software.

14.7 We will not be liable to you in respect of any special, indirect or consequential loss or damage.

14.8 You accept that we have an interest in limiting the personal liability of our officers and employees and, having regard to that interest, you acknowledge that we are a limited liability entity; you agree that you will not bring any claim personally against our officers or employees in respect of any losses you suffer in connection with the website or these terms and conditions (this will not, of course, limit or exclude the liability of the limited liability entity itself for the acts and omissions of our officers and employees).

14.9 This clause 14 survives termination of these terms.

15 Breach of these terms

15.1 Without prejudice to our other rights under these terms, if you breach these terms in any way, or if we reasonably suspect that you have breached these terms in any way, we may:

- (a) send you one or more formal warnings;
- (b) temporarily suspend your access to our website;
- (c) permanently prohibit you from accessing our website;

- (d) block computers using your IP address from accessing our website;
- (e) contact any or all of your internet service providers and request that they block your access to our website;
- (f) commence legal action against you, whether for breach of contract or otherwise; and/or
- (g) suspend or delete your account on our website.

15.2 Where we suspend or prohibit or block your access to our website or a part of our website, you must not take any action to circumvent such suspension or prohibition or blocking[(including without limitation creating and/or using a different account)].

16 Variation

16.1 We may revise these terms from time to time.

16.2 The revised terms will apply to the use of our website from the date of publication of the revised terms and conditions on the website, and you hereby waive any right you may otherwise have to be notified of, or to consent to, revisions of these terms and conditions.

17 Assignment

17.1 You hereby agree that we may assign, transfer, sub-contract or otherwise deal with our rights and/or obligations under these terms.

17.2 You may not without our prior written consent assign, transfer, sub-contract or otherwise deal with any of your rights and/or obligations under these terms and conditions.

18 Severability

18.1 If a provision of these terms is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect.

18.2 If any unlawful and/or unenforceable provision of these terms and conditions would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

19 Third party rights

19.1 A contract under these terms is for our benefit and your benefit, and is not intended to benefit or be enforceable by any third party.

19.2 The exercise of the parties' rights under a contract under these terms is not subject to the consent of any third party.

20 Entire agreement

20.1 These terms, together with our privacy and cookies policy, shall constitute the entire agreement between you and us in relation to your use of our website and shall supersede all previous agreements between you and us in relation to your use of our website.

21 Law and jurisdiction

21.1 These terms are governed by and construed in accordance with the laws of Victoria, Australia.

21.2 Any disputes relating to these terms and conditions will be subject to the exclusive jurisdiction of the courts of Victoria, Australia.

22 Contact details

22.1 This website is owned and operated by Travelling Tradies Australia Pty Ltd.

22.2 We are registered in Victoria, Australia and our registered office is at 92 Rupert Street, Collingwood, Vic, 3066.

22.3 You can contact us:

- (a) by post, to the postal address given above;
- (b) using our website contact form;
- (c) by telephone, on the contact number published on our website; or
- (d) by email, using the email address published on our website.
