

TERMS AND CONDITIONS OF CREDIT

Definitions

1. In these Credit Terms:

'Client' means the person, firm, organisation, partnership, corporation, trustee of a trust, or other entity to whom Services are provided by WorkPac.

'Credit Terms' means these terms and conditions of credit.

'GST' has the meaning given to it by A New Tax System (Goods and Services Tax) Act 1999 (Cth).

'PPSA' means the Personal Property Securities Act 2009 (Cth).

'PPSR' means the Personal Property Securities Register.

'Services' means the testing, introduction and provision of any candidate or any other person to the Client for an engagement and any other services supplied by WorkPac to the Client.

'Terms of Business' means WorkPac's Standard Terms & Conditions of Business (as amended from time to time).

'WorkPac' means each of WorkPac Pty Ltd ACN 111 076 012, WorkPac Health and Social Care Pty Ltd ACN 101 479 707, Gold Training Pty Ltd ACN 123 157 120, and their related bodies corporate (as that term is defined in the Corporations Act 2001).

Purpose of credit

2. The Client acknowledges and agrees that any credit to be provided to the Client by WorkPac is to be applied wholly or predominantly for business purposes.

Operation of Terms of Business

3. The Client acknowledges and understands that all contracts for the supply of Services shall be subject to WorkPac's Terms of Business.

Payment terms

4. The terms of payment are strictly fourteen (14) days from the date of invoice (or such other period as nominated by WorkPac herein). WorkPac may, at any time, vary the terms of payment in accordance with these Credit Terms.

5. At WorkPac's sole discretion, a deposit may be required. The amount of the deposit will be stipulated at the time of a contract for the supply of Services is formed and shall immediately become due and payable. For the purposes of clarity, where a deposit is requested, WorkPac is under no obligation to supply Services until the deposit has been received by WorkPac in cleared funds.

6. The Client must check all invoices and advise WorkPac of any errors or omissions within seven (7) days of receipt. Failing advice from the Client that the invoice contains any errors or omissions, the invoice may be deemed accepted by WorkPac.

7. The interest rate on any outstanding debts is a fixed rate of fifteen (15) percent per annum, which interest will accrue and be recoverable each day or part thereof that the debt remains outstanding.

8. Should the Client not pay for the Services supplied by WorkPac in accordance with the Credit Terms provided herein, or as agreed in writing by WorkPac and Client from time to time, after issuing a written demand to the Client demanding payment within fourteen (14) days, WorkPac will be entitled to charge an administration fee of ten (10) percent of the amount outstanding in respect of the Services.

9. The Client acknowledges that WorkPac shall be at liberty to charge a surcharge for credit card transactions equal to WorkPac's costs of processing such transactions.

Suspension/Withdrawal of credit

10. WorkPac reserves the right suspend credit to the Client where the Client fails to make payment of any invoice by the due date for payment.

11. WorkPac reserves the right to withdraw credit (at its sole and unfettered discretion), at any time upon the provision of written notice.

12. Notwithstanding clauses 10 and 11, if the Client defaults in the payment of any amount due to WorkPac pursuant to these Credit Terms and does not cure such default within seven (7) days after being given notice of such default, WorkPac may terminate this agreement (to be effective immediately) upon notice to the Client.

13. Upon the withdrawal of credit in accordance with clause 11, or upon termination of this agreement in accordance with clause 12, all liabilities incurred by the Client become immediately due and payable to WorkPac.

14. For the avoidance of doubt, termination of this agreement will not affect:

- the right of any party to whom money is owed hereunder at the time of termination to receive that money according to the provisions hereof; and
- the rights and/or obligations pursuant to this agreement which by their nature are intended to survive termination of this agreement.

Personal Property Securities Act

15. The Client acknowledges that by assenting to this agreement, the Client grants a security interest to WorkPac.

16. The Client undertakes to do anything that is required by WorkPac:

- so that WorkPac can acquire and maintain one or more perfected security interests under the PPSA;
- to register a financing statement or financing change statement; and
- to ensure that WorkPac's security position, and rights and obligations, are not adversely affected by the PPSA.

17. Unless the Client has obtained WorkPac's prior written consent, the Client undertakes not to register a financing change statement in respect of a security interest contemplated or constituted by this agreement.

18. The Client:

- waives its right under section 157 of the PPSA to receive a copy of the verification statement relating to a security interest created under this agreement;
- agrees that to the extent permitted by the PPSA, the following provisions of the PPSA will not apply and are contracted out of: section 95 (to the extent that it requires the secured party to give notices to the grantor); section 96; section 118 (to the extent that it allows a secured party to give notices to the grantor); section 121(4); section 125; section 130; section 132(3)(d); section 132(4); section 135; section 142 and section 143; and
- agrees that the following provisions of the PPSA will not apply and the Client will have no rights under them: section 127; section 129(2) and (3); section 130(1); section 132; section 134(2); section 135; section 136(3), (4) and (5) and section 137.

19. The Client agrees that it will, if requested by WorkPac, sign any documents, provide any information or do anything else WorkPac requests, to ensure that any security interest created in WorkPac's favour by this agreement is, to the fullest extent possible under the PPSA, perfected in accordance with Part 2.2 of the PPSA.

20. Notwithstanding section 275 of the PPSA, the parties agree to keep confidential all information of the kind referred to in section 275 of the PPSA, unless compelled by law to disclose such information.

21. The Client irrevocably grants to WorkPac the right to enter upon the Client's property or premises, with notice, and without being in any way liable to the Client or to any third party, if WorkPac has cause to exercise any of its rights under sections 123 and/or 128 of the PPSA, and the Client shall reasonably indemnify WorkPac from any claims made by any third party as a result of such exercise.

22. The Client will be responsible for WorkPac's reasonable costs and expenses in exercising its rights under clause 21 where the Client is otherwise in default of these Credit Terms. Where WorkPac exercises any power to enter the premises, that entry will not give rise to any action of trespass or similar action on the part of the Client against WorkPac, its employees, servants, or agents.

23. The Client agrees to accept service of any document required to be served, including any notice under this agreement or the PPSA or any originating process, by prepaid post at any address nominated in this application or any other address later notified to WorkPac by the Client or the Client's authorised representative.

24. The Client further agrees that where WorkPac has rights in addition to those under part 4 of the PPSA, those rights will continue to apply.

Security/charges

25. The Client charges in favour of WorkPac all of its estate and interest(s) in any real property, whether that interest is legal, equitable, or otherwise, held in its own right or as capacity as trustee, the Client owns at present and in the future with payment of all monies which are now or in the future become owing to WorkPac whether pursuant to this agreement or otherwise until all such monies are paid in full by the Client.

26. The Client charges in favour of WorkPac all of its estate and interest in any personal property, whether that interest is legal, equitable, or otherwise, held in its own right or as capacity as trustee, the Client owns at present and in the future with payment of all monies which are now or in the future become owing to WorkPac whether pursuant to this agreement or otherwise until all such monies are paid in full by the Client.

27. As security for the payment of the amount of its indebtedness to WorkPac from time to time, the Client irrevocably appoints as its duly constituted attorney WorkPac from time to time to execute in the Client's name and as the Client's act and deed any real property mortgage, bill of sale or consent to any caveat WorkPac may choose to lodge against real property that the Client may own in any Land Titles Office in any state or territory of Australia, even though the Client may not have defaulted in carrying out its obligations hereunder upon written notice and demand to the Client (in the event that there is no default by the Client in carrying out its obligations hereunder). Such appointment is to be carried out by a person authorised to do so by (and on behalf of) WorkPac, at WorkPac's (absolute and unfettered) sole-discretion.

28. Where the Client has previously entered into an agreement with WorkPac by which the Client has granted a charge, mortgage or other security interest (including a security interest as defined in the PPSA) over or in respect of real or personal property, those charges, mortgages or other security interests and the terms which directly or indirectly create rights, powers or obligations in respect thereto will continue and co-exist with the obligations and security interests created in this agreement and will secure all indebtedness and obligations of the Client under this agreement. WorkPac may, at its election and upon the provision of written notice, vary the terms of such previous charges, mortgages, or other securities to reflect the terms herein.

Provision of further information

29. The Client undertakes to comply with any reasonable written requests by WorkPac to provide further information for the purpose of assessing the Client's creditworthiness, including an updated credit application.

30. If the Client is a corporation (with the exception of a public listed company), it must advise WorkPac of any alteration to its corporate structure (for example, by changing directors, shareholders, or its constitution). In the case of a change of directors or shareholders WorkPac may require The Client's directors to sign a guarantee and indemnity, which request must not be unreasonably refused by the Client.

Corporations

31. If the Client is a corporation, the Client warrants that all of its directors have signed this agreement and acknowledges that all of its directors may be required to enter into a guarantee and indemnity with WorkPac in relation to the Client's obligations to WorkPac.

Trustee capacity

32. If the Client is the trustee of a trust (whether disclosed to WorkPac or not), the Client warrants to WorkPac that:

- the Client enters into this agreement in both its capacity as trustee and in its personal capacity;
- the Client has the right to be reasonably indemnified out of trust assets;
- the Client has the power under the trust deed to sign this agreement; and
- the Client will not retire as trustee of the trust or appoint any new or additional trustee without advising WorkPac and having the new or additional trustee sign an agreement on substantially the same terms as this agreement.

33. The Client must give WorkPac a copy of the trust deed upon request.

Partnerships

34. If the Client enters into this agreement in its capacity as a partnership, the Client warrants that all of the partners have signed this agreement and that all of the partners may be required to enter into a guarantee and indemnity with WorkPac in relation to the Client's obligations to WorkPac.

35. If the Client is a partnership, it must not alter its partnership (for example, adding or removing partners or altering its partnership agreement) without advising WorkPac. In the case of a change of partners, WorkPac may require the Client's partners to sign a guarantee and indemnity, which request must not be unreasonably refused by The Client.

Insolvency

36. If the Client becomes insolvent, to the extent permitted by law, the Client remains liable under this agreement for payment of all liabilities incurred hereunder. The Client remains liable under this agreement even if WorkPac receives a dividend or payment as a result of the Client being insolvent.

Indemnity

37. The Client agrees to indemnify WorkPac in respect of all liability, claims, damage, loss, costs and expenses (including collection costs, debt recovery fees, and legal costs on a Solicitor-and-own-Client basis) that WorkPac may suffer or incur at any time, directly or indirectly, as a result of any default by the Client in the performance or observance of the Client's obligations under these Credit Terms.

38. The Client's liability to indemnify WorkPac is a continuing obligation separate and independent from the Client's other obligations and survives termination of this agreement.

39. It is not necessary for WorkPac to incur any expense or make any payment before enforcing its rights of indemnity conferred by these Credit Terms.

Costs

40. The Client must pay for its own legal, accounting and business costs and all costs incurred by WorkPac relating to any default by the Client under these Credit Terms. The Client must also pay for all stamp duty and other taxes payable on this agreement (if any).

41. The Client will pay WorkPac's costs and disbursements incurred in pursuing any recovery action, or any other claim or remedy, against the Client, including collection costs, debt recovery fees, and legal costs on a Solicitor-and-own-Client basis.

42. Subject to clauses 43 and 44, payments by, or on behalf of, the Client will be applied by WorkPac as follows:

- Firstly, in payment of any and all collection costs and legal costs in accordance with clauses 22, 37, and 40.

- (b) Secondly, in payment of any interest incurred in accordance with clause 7.
 (c) Thirdly, in payment of the outstanding invoice(s), or part thereof in an order determined by WorkPac in its absolute discretion.
43. To the extent that payments have been allocated to invoices by WorkPac in its business records, WorkPac may, at its sole and unfettered discretion, allocate and/or retrospectively reallocate payments in any manner whatsoever at WorkPac's absolute discretion, including in a manner inconsistent with clause 42 herein.
44. Payments allocated (and/or reallocated) under clause 42 and/or 43 will be treated as though they were allocated (and/or reallocated) in the manner determined by WorkPac on the date of receipt of payment.

Taxes and duty

45. The Client must pay GST on any taxable supply made by WorkPac to the Client under this agreement. The payment of GST is in addition to any other consideration payable by the Client for a taxable supply.
46. If as a result of:
 (a) any legislation becoming applicable to the subject matter of this agreement; or
 (b) any changes in legislation or its interpretation by a court of competent jurisdiction or by any authority charged with its administration;
 WorkPac becomes liable to pay any tax, duty, excise, or levy in respect of the amounts received from the Client, then the Client must pay WorkPac these additional amounts on 48 hours' written demand.

Waiver

47. A waiver of any provision or breach of these Credit Terms by WorkPac shall only be effective if made by an authorised officer of WorkPac in writing. A waiver of any provision or breach of these Credit Terms by the Client shall only be effective if made by the Client's authorised officer in writing. If WorkPac or the Client elect not to enforce its rights arising as a result of a breach of these Credit Terms, that will not constitute a waiver of any rights relating to any subsequent or other breach.

Set-off

48. All payments required to be made by the Client under this agreement will be made free of any set-off, or counterclaim and without deduction or withholding, unless agreed to otherwise by WorkPac and the Client in writing or as required by law.
49. Any amount due to WorkPac from time to time may be deducted from any monies which may be or may become payable to the Client by WorkPac.

Limitation of liability

50. In relation to the supply of Services, to the fullest extent permitted by law, WorkPac's liability to the Client for any loss, damage or injury, whether under contract, in tort, pursuant to statute or otherwise, is limited to, at WorkPac's discretion, to any one or more of the following:
 (a) the supply of the Services again; or
 (b) providing for the cost of having the Services supplied again.
51. WorkPac is not liable for loss of profit, economic or financial loss, consequential loss, loss of opportunity or benefit, loss of a right or any other indirect loss suffered by the Client as a result of the Services supplied by WorkPac.

Liability of parties

52. If two or more parties are included within the same defined term in these Credit Terms:
 (a) these Credit Terms have separate operation in relation to each of them;
 (b) a liability or obligation of those persons under these Credit Terms is a joint liability or obligation of all of them and a several liability or obligation of each of them; and
 (c) a right given to those parties under these Credit Terms is a right given severally to each of them.

Assignment

- 53.1 The Client cannot and must not purport to assign its benefits and/ or obligations under this agreement without the written consent of WorkPac (which consent shall not be unreasonably withheld).
- 53.2 WorkPac may assign its benefits and/ or obligations under any agreement entered into between WorkPac and The Client at its (absolute and unfettered) sole discretion and without the Consent of The Client.

Severance

54. If any provision of these Credit Terms is not enforceable in accordance with its terms, other provisions which are self-sustaining are, and continue to be, enforceable in accordance with their terms.
55. If any part of these Credit Terms is invalid or unenforceable, that part is deleted and the remainder of the agreement remains effective.

Variation of agreement

56. The Client agrees that these Credit Terms may be varied, added to, or amended by an authorised officer of WorkPac at any time by written notice to the Client. Subject to clause 57, after fourteen (14) days of receipt of the written notice of the variation(s), the variation(s) will be deemed agreed by the Client.
57. If the Client does not agree with the variation(s) proposed by WorkPac, it must notify WorkPac in writing within fourteen (14) days from receipt of the written notice that the variation(s) is/are not agreed to. WorkPac and/or the Client will then be at liberty to suspend/withdraw credit facilities until such time as agreement can be reached between the parties regarding the proposed variation(s). Clerical errors (such as spelling mistakes or grammatical errors) may be subject to correction by WorkPac without notification.

58. Any proposed variation to these Credit Terms by the Client must be requested in writing. WorkPac may refuse any such request without providing reasons either orally or in writing.
59. Variations requested by the Client will only be binding upon WorkPac if they are in writing signed by an authorised officer of WorkPac.

Jurisdiction

60. The Client acknowledges and agrees that this agreement will be governed by the laws of Queensland, and the laws of the Commonwealth of Australia which are in force in Queensland.
61. The parties to this agreement submit to the non-exclusive jurisdiction of the courts of Queensland and the relevant federal courts and courts competent to hear appeals from those courts.

Entire agreement

62. These Credit Terms, together with the Terms of Business, constitutes the entire agreement between the parties relating in any way to its subject matter, unless agreed to otherwise by WorkPac and the Client in writing. All previous negotiations, understandings, representations, warranties, memoranda, or commitments about the subject matter of this agreement are merged in this agreement and are of no further effect. No oral explanation or information provided by a party to another affects the meaning or interpretation of this agreement or constitutes any collateral agreement, warranty or understanding.
63. Notwithstanding clause 62, in circumstances where there is a pre-existing written credit agreement (**Original Agreement**) between the Client and WorkPac, these Credit Terms and this agreement will constitute a variation of the Original Agreement whereby the terms of the Original Agreement are deleted and replaced with these Credit Terms, unless the terms of the Original Agreement are otherwise expressly or implicitly preserved by these Credit Terms in which case they will co-exist with these Credit Terms, and, to the extent of any inconsistency, these Credit Terms will prevail.
64. These Credit Terms, together with the Terms of Business, shall apply to every contract for the supply of Services between WorkPac and the Client. Any terms and conditions of the Client's purchase order or of any other document deviating from or inconsistent with these Credit Terms and the Terms of Business are expressly rejected by WorkPac. For the avoidance of doubt, the Client understands and agrees that these Credit Terms and the Terms of Business will prevail over, and WorkPac will not be bound by, any terms or conditions (express or implied) added or provided by the Client, whether in a purchase order or otherwise.

Privacy Act

65. The Client agrees to the terms of the Privacy Statement pursuant to the *Privacy Act 1988* contained in this document.

Interpretation

66. If there is any conflict or inconsistency between any of the documents which together govern the relationship between WorkPac and the Client, it is expressly agreed the order of precedence will be (highest to lowest):
 (a) these Credit Terms;
 (b) the Terms of Business; and
 (c) any other documents issued by WorkPac.
67. Headings are for convenience only and shall not affect the interpretation of this agreement.
68. Unless specified otherwise, all reference to sums of money shall be in terms of Australian currency (AUD), and all documents and correspondence between the parties shall be in the English language.
69. Unless the contrary intention appears, an expression which denotes:
 (a) the singular includes the plural and vice versa; and
 (b) a person includes the person's successors, executors, administrators, substitutes (including a person who becomes a party by novation) and assigns.
70. Examples given are non-exhaustive and exist for illustrative purposes only
71. Where the language used in any document (or part of a document) forming the Agreement between WorkPac and The Client is ambiguous, the parties agree that the interpretation of that language is not to be read against the interests of the party who prepared that document (or part of that document).

The Client hereby applies for the opening of an account and provides the above information in support thereof. By signing this credit application form, the Client confirms that it has been given a copy of WorkPac's Terms of Business, and has read, understood, and agrees to be bound by the Terms of Business. I am/We are authorised to sign this credit application form on behalf of the Client and the information given is true and correct to the best of my/our knowledge.

Signature		Witness signature	
Name (print)		Witness name (print)	
Position		Date	
Date			
Signature		Witness signature	
Name (print)		Witness name (print)	
Position		Date	
Date			



PRIVACY STATEMENT

1. This privacy statement encompasses consents, notifications, and disclosures under or in relation to the *Privacy Act 1988 (Act)*.
2. The terms of this statement operate concurrently with any pre-existing privacy statement, authorisation or notification, whether contained in our credit application, terms and conditions of trade or otherwise, save to the extent of any inconsistency in which case the terms of this privacy statement shall prevail.
3. For the purpose of this statement, the terms "personal information", "sensitive information", "credit eligibility information", "credit information", "commercial credit purpose", "credit guarantee purpose", "consumer credit purpose", "credit reporting body", "credit provider", "credit reporting information", "credit reporting code" carry the same meaning as under the Act and the term "Information" means personal information, sensitive information, credit eligibility information, credit reporting information and credit information, both severally and collectively.
4. WorkPac may collect personal information about the Client and/or Guarantor(s) for WorkPac's primary purposes which include the assessment of a credit application, reviewing existing credit terms, assessing credit worthiness, collecting overdue payments, assessing credit guarantees (current and prospective), internal management purposes, marketing, sales and business development purposes and direct marketing.
5. The Client and/or Guarantor(s) consent to WorkPac collecting, using, and disclosing personal information (including sensitive information) for both their primary purposes specified herein and purposes other than the primary purposes, including the purpose of direct marketing.
6. WorkPac may collect, and may already have collected, Information from the Client and/or Guarantor(s), other credit providers, credit reporting bodies and other third parties for the purposes of its functions and activities including, but not limited to, credit, sales, marketing and administration. If the Information was not collected by WorkPac it may restrict or impede upon WorkPac trading with, extending credit to, continuing to extend credit to or extending further credit to the Client and/or Guarantor(s) or their related bodies corporate.
7. The Client and/or Guarantor(s) consent to WorkPac obtaining and making disclosure of Information about the Client and/or Guarantor(s) from and to a credit reporting body and/or another credit provider for a commercial credit related purpose and/or a credit guarantee purpose and/or a consumer credit purpose and/or another related purpose. WorkPac notifies the Client and/or Guarantor(s) that it may use and/or disclose credit eligibility information under section 21G of the Act.
8. WorkPac may provide personal information about the Client and/or Guarantor(s) to any credit reporting bodies, including, but not limited to any or all of the credit reporting bodies nominated below. WorkPac intends to disclose default information to credit reporting bodies, including but not limited to any or all of the credit reporting bodies listed below. The Client and/or Guarantor(s) consent to such disclosure. WorkPac's credit reporting policy contains a statement of notifiable matters in accordance with s21C of the Act and items 4.1 and 4.2 of the Credit Reporting Code in respect of disclosure to credit reporting bodies including what the information may be used for, what WorkPac may disclose and the Client's and/or Guarantor(s)' right to request limitations to the use of their information.

Equifax Australia
Level 15, 100 Arthur Street
NORTH SYDNEY NSW 2060
Tel: 1300 921 621

Creditor Watch
Level 13, 109 Pitt Street
SYDNEY NSW 2000
Tel: 1300 501 312

Illion
Level 2, 143 Coronation Drive
MILTON QLD 4064
Tel: 07 3360 0600

Experian
Level 6, 549 St Kilda Road
MELBOURNE VIC 3004
Tel: 03 9699 0100

9. WorkPac may disclose Information to, and about them and the Client and/or Guarantor(s) hereby acknowledge that they consent to the disclosure of such information to WorkPac's employees, subsidiaries, employees, agents and related bodies corporate, past, present or prospective credit providers of the Client and/or Guarantor(s) or their related bodies corporate, including for the purpose of that person considering whether to offer to act as guarantor or offer security for that credit.
10. By reason of the Client's and/or Guarantor(s)' consent to the disclosure to overseas recipients hereunder, APP 8.1 will not apply to WorkPac's dealing with the Client's and/or Guarantor(s)' Information.
11. A full copy of WorkPac's privacy policy and credit reporting policy can be obtained from WorkPac's website (details above) or by making a request in writing directed to WorkPac's privacy officer. WorkPac's privacy policy and credit reporting policy contain information about how to access and seek correction of Information, or how to complain about a breach of the Act, APP, code(s) and how WorkPac will deal with any such complaint.
12. The Client and/or Guarantor(s) will be deemed to have acknowledged and accepted the terms of this privacy statement by either signing and returning this statement, failing to provide written notification to WorkPac within fourteen (14) days of receipt of this statement that its terms are not accepted, continuing to trade with WorkPac after receipt of this Statement or, if the Client and/or Guarantor(s) are directors or guarantors of a customer, by not taking steps to prevent the customer from continuing to trade with WorkPac after receipt of this statement.



DEED OF GUARANTEE & INDEMNITY

To WorkPac Pty Ltd ACN 111 076 012, WorkPac Health and Social Care Pty Ltd ACN 101 479 707, Gold Training Pty Ltd ACN 123 157 120 and their related bodies corporate

(The WorkPac)

Name of Guarantor	Address	
Name of Guarantor	Address	

(Guarantors)

Hereby covenant and undertake and if more than one, jointly and severally, the obligations of
 Trading as..... (the "Client").

Jurisdiction

- The Guarantors acknowledge and agree that this guarantee and indemnity is governed by the laws of Queensland, and the laws of the Commonwealth of Australia which are in force in Queensland.
- The parties to this guarantee and indemnity submit to the non-exclusive jurisdiction of the courts of Queensland and the relevant federal courts and courts competent to hear appeals from those courts.

Consideration

- In consideration of WorkPac extending or agreeing to extend credit or further credit to the Client at the Guarantors' request (testified by the Guarantors' execution of this agreement) for goods sold or to be sold from time to time or services provided or to be provided, the Guarantors guarantee payment to WorkPac of all money which is now or at any time in the future becomes due and payable to WorkPac by the Client on any account or accounts whether now existing or which may in the future be opened or in any manner whatsoever, including but not limited to amounts payable by the Client to WorkPac arising out of a relationship of trustee and beneficiary.

Guarantee and indemnity

- The Guarantors agree to guarantee and indemnify WorkPac against all losses damages or expenses that WorkPac may suffer as a result, either directly or indirectly, of any failure by the Client to make due payment of any money owing to WorkPac whether for goods sold, services provided or otherwise or to observe the terms of any agreement between the Client and WorkPac, including costs on a Solicitor-and-own-client basis of any attempt or attempts to recover from the Client or any Guarantor and whether successful or not or whether frustrated by the Client or Guarantor or by operation of law and including costs ordered by a court to be paid by WorkPac to the Client or to any Guarantor including the costs of lodging and withdrawing caveats and/or obtaining injunctions and enforcing any security over real and personal property given to WorkPac.
- This guarantee and indemnity will be a continuing guarantee and indemnity and will not be considered as wholly or partially satisfied or discharged by any money which may at any time or times in the future be received or applied by WorkPac to the credit of any account of the Client or the Guarantors, or deemed to be held on trust by the Client for WorkPac, and will be available as a Guarantee and Indemnity for the whole of the sums referred to in clauses **Error! Reference source not found.** and 4 of this guarantee and indemnity.
- Where two or more persons execute this guarantee and indemnity, the guarantees, covenants and obligations in this guarantee and indemnity given or undertaken by the Guarantors will be deemed to bind the Guarantors jointly and each of the Guarantors severally and WorkPac will be entitled to seek payment in full from any one or more of the Guarantors without seeking payment from the other Guarantors.
- WorkPac will have the right to enforce this guarantee and indemnity, irrespective of whether WorkPac has sought to recover the amounts guaranteed from the Client and with or without notice to the Client, as if the primary liability for any money owing was the Guarantors' own. Further, WorkPac may proceed against the Guarantors (or any one of them) notwithstanding any other rights it may have in relation to the recovery of the amounts hereby guaranteed.
- This guarantee and indemnity will continue in force until such time as WorkPac releases all of the Guarantors in writing, and notwithstanding the fact that the Guarantors are no longer directors, shareholders or owners of the Client.
- This guarantee and indemnity is without prejudice to and will not be affected by nor will the rights or remedies of WorkPac against the Guarantors or any of the Guarantors be in any way prejudiced or affected by:
 - any other security taken by WorkPac from the Client or from any other person;
 - any waiver or indulgence, whether as to time or otherwise, given to the Client or to the Guarantors or any one or more of the Guarantors;
 - by any other act, matter or thing which under the law relating to sureties would or might but for this provision release the Guarantors or any of the Guarantors from all or any part of the Guarantors obligations contained in this guarantee and indemnity; or
 - any person named in this guarantee and indemnity as Guarantor failing to execute this guarantee and indemnity or failing or ceasing to be bound by the terms of this guarantee and indemnity.

Right of subrogation

- In the event of a Guarantor making any payment in respect to an obligation of the Client whether under a guarantee or indemnity or otherwise, the Guarantors will not exercise any rights of subrogation against any other Guarantors or the Client unless and until WorkPac has been paid in full.
- In the event of the Client going into liquidation, the Guarantors will be prohibited from proving in competition with the Client unless and until WorkPac has been paid in full.

Insolvency of Client

- No sum of money which the Client pays to WorkPac and WorkPac later pays, is obliged to pay, allows in account or is obliged to allow in account to a liquidator, administrator, receiver or trustee in bankruptcy of the Client by reason of the *Corporations Act 2001*, *Bankruptcy Act 1966* or otherwise will, for the purpose of this guarantee and indemnity, be considered as discharging or diminishing the Guarantors' liability and this guarantee and indemnity will continue to apply as if the said sum(s) had at all times remained owing by the Client.
- If any payment or other transaction relating to a sum of money which The Client pays to WorkPac is void, voidable or unenforceable in whole or in part or is claimed to be void, voidable or unenforceable and that claim is upheld, or that payment is cancelled or compromised in whole or in part, the liability of

the Guarantor(s) under this Guarantee and Indemnity is the same as if that payment or transaction (or the void, voidable or unenforceable part of it) and any release, settlement or discharge made in reliance upon any such payment or transaction, had not been made.

Costs

- WorkPac is at liberty from time to time to charge the account of the Client with all costs, charges and expenses, legal or otherwise that WorkPac incurs in connection with:
 - the account of the Client;
 - this guarantee and indemnity;
 - any other security in respect of the indebtedness of the Client to WorkPac;
 - the preparation, completion and stamping of this deed; or
 - the exercise or attempted exercise of any right, power or remedy conferred on WorkPac under or by virtue of this deed;

and the same will be part of the monies secured by this deed.

- The Guarantors agree to pay WorkPac's costs and disbursements incurred in recovering monies secured by this deed, including debt recovery agency fees and legal costs on a Solicitor-and-own-client basis.

- As security for the payment of the amount of the indebtedness to WorkPac from time to time, the Guarantors irrevocably appoint as their duly constituted attorney WorkPac from time to time to execute in the Guarantors' names and as the Guarantors' act and deed any real property mortgage, bill of sale or consent to any caveat WorkPac may choose to lodge against real property that the Guarantors may own in any Land Titles Office in any state or territory of Australia, even though the Guarantors may not have defaulted in carrying out their obligations hereunder. Such appointment is to be carried out by a person authorised to do so by (and on behalf of) WorkPac, at WorkPac's (absolute and unfettered) sole-discretion.

Variation

- The Guarantors authorise WorkPac to give time or any other indulgence or consideration to the Client in respect of compliance with its obligations to WorkPac, even if giving time or any other indulgence or consideration has the effect of increasing the Guarantors' liability under this guarantee and indemnity.
- The Guarantors agree that this guarantee and indemnity will not be avoided, released or affected by WorkPac making any variation or alteration in the terms of its agreement(s) with the Client, even if such variation or alteration has the effect of increasing the Guarantors' liability under this guarantee and indemnity.

Severance

- If any provision of this guarantee and indemnity is not enforceable in accordance with its terms, other provisions which are self-sustaining are and continue to be enforceable in accordance with their terms.

Security/charge

- The Guarantors charge in favour of WorkPac all of their estate and interests in any real property, whether that interest is legal, equitable, or otherwise, held in its own right or as capacity as trustee, the Guarantors own at present and in the future with all monies which are now or in the future become owing by the Guarantors to WorkPac, including all amounts referred to in clauses **Error! Reference source not found.** and 4.
- The Guarantors charge in favour of WorkPac all of their estate and interest in any personal property, whether held in its own right or as capacity as trustee, the Guarantors own at present and in the future with all monies which are now or in the future become owing by the Guarantors to WorkPac, including all amounts referred to in clauses **Error! Reference source not found.** and 4.
- This guarantee and indemnity secures the repayment of all monies owed by the Client whatsoever, and this deed constitutes the entire guarantee.
- Where the Guarantors have previously entered into an agreement with WorkPac by which the Guarantors have granted a charge, mortgage or other security over real or personal property, those charges, mortgages or other security interests will continue and co-exist with the obligations and security interests created in this deed and will secure all indebtedness and obligations of the Guarantors under this deed. WorkPac may, at its election, vary the terms of such previous charges, mortgages or other securities to reflect the terms herein.

Personal Property Securities Act

- For the avoidance of any doubt, the security interest(s) created by this instrument in favour of WorkPac constitutes security interests pursuant to the *Personal Property Securities Act 2009*.
- The Guarantors waive any right or entitlement to receive notice of the registration of any security interest(s) created by this instrument on the Personal Property Securities Register.

Service of notices

- The Guarantors agree to accept service of any document required to be served, including any notice under this agreement or the PPSA or any originating process, by prepaid post at any address nominated in this application or any other address later notified to WorkPac by the Guarantors or the Guarantors' authorised representative.

Privacy Act

- The Guarantors agree to the terms of the Privacy Statement pursuant to the *Privacy Act 1988* contained in this document.

Executed as a deed on (date)

Signed, sealed, and delivered by the Guarantor

Signature	
Name (print)	
Position	
Witness signature	
Witness name (print)	

Signed, sealed, and delivered by the Guarantor

Signature	
Name (print)	
Position	
Witness signature	
Witness Name (print)	





Members of the WorkPac Group

