

## STANDARD GOFETCH CONTRACT

This is the Standard GoFetch Contract that applies between the relevant Customer and Fetcher where a Fetcher accepts a Job. GoFetch is not a party to this contract.

### 1. PICK UP

#### 1.1 Customer obligations

The Customer must:

- (a) make the Delivery Item available for collection in accordance with the Job Description;
- (b) ensure that at the time of collection by the Fetcher the Delivery Item is packaged in a manner and to an extent that could reasonably be expected to protect the Delivery Item from the ordinary risks of damage in transit, including due to minor impacts involved in reasonable handling or due to reasonable stacking or bagging of the packaged Delivery Item with other items;
- (c) ensure that a person is present at the pick up location to provide the Delivery Item to the Fetcher; and
- (d) ensure that detailed pick up instructions have been included in the Job Description if finding the relevant address, or accessing the relevant building, for the pick up would not be easy for a person not familiar with the address or building.

If the Customer does not do any of the above then the Fetcher may terminate the Job (via the Platform) and the Customer must pay the Fetcher the applicable Cancellation Fee.

#### 1.2 Fetcher discretion and Prohibited Items

The Fetcher may, in the Fetcher's discretion, decline to accept the Delivery Item and at the time of collection and terminate the Job. Without limiting the Fetcher's discretion, various situations in which the Fetcher might exercise that discretion are described in the Prohibited Items Policy.

The Customer must not include any Prohibited Item as, or as part of, a Delivery Item. If the Customer does so then the Fetcher may at any time refuse to complete the Job (even if the Fetcher initially accepts the Delivery Item at pick up).

#### 1.3 Fetcher obligations

Subject to clauses 1.1 and 1.2, the Fetcher must collect the Delivery Item in accordance with the Job Description. The Fetcher may make the collection (and transport the Delivery Item to the drop off point) using whatever form or forms of transport the Fetcher chooses (whether that is by foot, skateboard, bike, car, van, truck or otherwise).

### 2. DROP OFF

#### 2.1 Customer obligations

The Customer must:

- (a) ensure that, within 5 minutes of the Fetcher arriving at the drop off location, a person is present at the pick up location who states or confirms that they are authorised to receive the Delivery Item from the Fetcher; and

- (b) ensure that detailed pick up instructions have been included in the Job Description if finding the relevant address, or accessing the relevant building, would not be easy and straightforward for a person not familiar with the address or building.

If the Customer does not do any of the above then the Fetcher may terminate the Job (via the Platform) in which case:

- (i) the Fetcher must return the Delivery Item to the pick up location (or any other location, if any, agreed between the Fetcher and Customer in their discretion);
- (ii) if a person is not present at the pick up location to accept the return of the Delivery Item then the Fetcher may leave the Delivery Item at the pick up location (or outside the pick up location if the Fetcher cannot obtain entry) and the Delivery Item will be at the Customer's risk from that point; and
- (iii) the Customer must pay the Fetcher *two times* the full Delivery Fee.

## **2.2 Fetcher obligations**

Subject to the Customer complying with clause 2.1, the Fetcher must deliver the Delivery Item in accordance with the Job Description. Upon arriving at the drop off location, the Fetcher must:

- (a) notify the Customer via the Platform that the Fetcher has arrived at the drop off location; and
- (b) wait for up to 5 minutes until a person is present at the drop off location who states or confirms that they are authorised to receive the Delivery Item from the Fetcher.

## **3. FETCHER'S GENERAL OBLIGATIONS**

### **3.1 Due care etc**

The Fetcher must carry out all of Fetcher's obligations under this agreement with all due care and in a prompt and courteous manner.

### **3.2 Reporting**

The Fetcher must immediately notify the Customer via the Platform:

- (a) if for any reason the Fetcher is unable to complete the Job at all, or within any time window described in the Job Description; and
- (b) upon becoming aware of any loss of, or damage to, the Delivery Item in the course of the Job, or that such loss or damage is a reasonable possibility (e.g. if the packaged Delivery Item has been crushed or suffered a significant drop).

## **4. PAYMENT**

The Customer must pay the applicable Delivery Fee to GoFetch (on behalf of the Fetcher) via the Payment Facility at the time required by the Platform.

## **5. TERMINATION**

The Customer may terminate this agreement at any time prior to the Delivery Item being collected by or on behalf of the Fetcher by the Customer notifying the Fetcher via the Platform. A Cancellation Fee will apply in that case.

The Customer will not be entitled to terminate this agreement after the Delivery Item has been collected by the Fetcher.

The Fetcher will not be entitled to terminate this agreement at any time except as set out in clauses 1.1 and 1.2 above.

## **6. LIABILITY**

### **6.1 Exclusion of categories of loss**

The following applies only to the extent (if any) permitted by Law. All liability of the Fetcher and Customer is excluded in respect of any indirect or consequential Loss suffered or incurred by the other, in relation to any Job (or proposed Job), including any delay or failure by either party in connection with same, or otherwise under or in connection with this agreement, and in any event (including where amounting to a direct loss) for any lost profits or goodwill.

## **7. CONFIDENTIAL INFORMATION**

### **7.1 Obligation of confidentiality**

Each party to this agreement agrees to keep in confidence any Confidential Information of the other party, and to use the other party's Confidential Information only for the purposes of this agreement.

### **7.2 Exceptions**

Clause 7.1 does not apply to any information which:

- (a) enters the public domain other than by breach of this agreement; or
- (b) is required by Law to be disclosed, provided that the disclosing party uses reasonable efforts to protect the confidentiality of such information.

Despite the above, either party may at any time provide any information to GoFetch, including where requested by GoFetch.

## **8. NOTICES**

Any notice given under this agreement by either party to the other must be in writing sent via the Platform.

## **9. DISPUTE RESOLUTION**

The Customer and Fetcher must each endeavour to resolve directly with one another any dispute that arises in connection with the Job. If any such dispute arises, and it is not resolved within 5 Business Days of either party notifying GoFetch of the dispute, then the Customer and Fetcher must comply with the Dispute Resolution Policy.

## 10. MISCELLANEOUS

### 10.1 Independent contractors

The relationship between the Customer and Fetcher is that of independent contracting parties and, except to the extent (if any) expressly stated in this agreement, no employment, agency, partnership or fiduciary relationship will arise as a result of this or any related agreement. Each party has no right, power or authority to bind the other to any agreement, arrangement or understanding in any manner whatsoever.

### 10.2 Entire agreement

Without limiting any obligations that the Customer or Fetcher may have to GoFetch, this agreement constitutes the entire agreement between the Customer and Fetcher in relation to its subject matter.

### 10.3 Applicable law

This agreement is to be construed according to, and is governed by, the Laws of Victoria. The parties submit to the non-exclusive jurisdiction of the courts in and of Victoria in relation to any dispute arising under this agreement.

## 11. INTERPRETATION

### 11.1 Dictionary

In this agreement the following phrases have the following meanings:

**Business Day** means a day on which the major trading banks are open for ordinary business in Melbourne, excluding a Saturday, Sunday or any public holiday in Melbourne, Victoria.

**Cancellation Fee** means the corresponding fee calculated in accordance with the Price List.

**Confidential Information** of a party to this agreement means all information of a confidential nature of or relating to that party, including anything which is indicated to be subject to an obligation of confidence which is disclosed by that party to the other party in relation to this agreement, or that comes to the knowledge or into the possession of the other party in connection with this agreement. Confidential Information of the Customer includes nature and description of the Delivery Item, and any information contained within the Delivery Item.

**Delivery Fee** means the fee (as stated in the relevant Job Description) payable by the Customer to the Fetcher for a Job.

**Delivery Item** means the item (or items) that is to be delivered by the Fetcher as part of the Job.

**Dispute Resolution Policy** means the process (and corresponding obligations) described in the document published by GoFetch from time to time with that title.

**GoFetch** means Go Fetch Co Pty Ltd ACN 605 466 546.

**GoFetch Apps** mean the mobile apps provided by GoFetch that, amongst other things, enable Customers to request Jobs, or Fetchers to accept Jobs.

**Job** means the delivery job requested by the Customer via the Platform.

**Job Description** means the description of the Job provided via the Platform, including the description of:

- (a) the Delivery Item; and
- (b) the location and time window for the pick up and drop off points; and
- (c) the Delivery Fee.

**Laws** means all applicable laws, regulations, standards, codes, orders and directions, including those issued by any governmental authority.

**Loss** means any loss, damage, cost, interest, expense, fee, penalty, fine, forfeiture, assessment, demand, action, suit, claim, proceeding, cause of action, liability or damages incurred by a person, and includes legal costs on an indemnity basis and indirect or consequential losses.

**Payment Facility** means the facility provided by GoFetch via the Platform through which Customers can pay Fetchers for or in relation to Jobs.

**Platform** means the Website, GoFetch Apps and any other technology that GoFetch provides for Customers and Fetchers to use.

**Price List** means the price list displayed on the Website.

**Prohibited Item** has the meaning given in the Prohibited Items Policy published by GoFetch from time to time with that title.

**Website** means GoFetch's website at [www.go-fetch.com.au](http://www.go-fetch.com.au)

## 11.2 Rules of interpretation

In this agreement:

- (a) **Gender.** Words importing any gender include the other genders.
- (b) **Headings.** Headings will be ignored in construing this document.
- (c) **Inclusive Terms.** Use of inclusive terms such as "includes" or "including" will be read as "includes, without limitation" or "including, without limitation".
- (d) **Numbers.** Words importing the singular include the plural and vice versa.
- (e) **Persons.** References to persons include corporations.
- (f) **Writing.** References to writing include any mode of representing or reproducing words in visible form, and include email transmissions.