

TERMS & CONDITIONS

Kiwi Enterprises (WA) Pty Ltd A.C.N. 121 488 515 as Trustee for the Newland Family Trust trading as The VALLEY Reporter A.B.N. 25 121 579 862 of 23 Wygonda Road, Roleystone WA 6111 ('TVR') engages the person named in Item 1 of the Schedule to deliver the Publication in the Territory during the Term in accordance with the following terms including the attached Schedule ('Terms').

In these Terms, capitalised terms will have the meanings provided in the attached Schedule or the body of these Terms.

1. ENGAGEMENT OF DISTRIBUTOR

- 1.1 TVR engages the Distributor to provide the Services to TVR during the Term in accordance with these Terms.
- 1.2 The Distributor will provide the Services as an independent contractor and nothing in these Terms will be deemed to give rise to an employment relationship between the parties.

2. DISTRIBUTOR'S OBLIGATIONS

- 2.1 The Distributor will duly and punctually perform the Services at the times and in the manner specified in Item 3 of the Schedule or as otherwise directed by TVR in writing.
- 2.2 The Distributor will:
 - (a) carry out the Distributor's duties under these Terms in accordance with any relevant statute or law;
 - (b) ensure that the Services are provided with honesty and integrity and with due respect to the community;
 - (c) not engage in any activities which may adversely effect the good standing and reputation of TVR; and
 - (d) otherwise comply with all reasonable directions from TVR in relation to the Services.
- 2.3 The Distributor will:
 - (a) use all reasonable endeavours to deliver the number of Publications specified in Item 3 of the Schedule;
 - (b) securely deliver the Publications to letter boxes in the Territory and not otherwise dispose of the Publications;
 - (c) promptly return to TVR any Publications which are not able to be delivered by the Distributor in accordance with these Terms; and
 - (d) notify TVR in the event that the Distributor is able to deliver a higher number of Publications than that specified in Item 3 of the Schedule.
- 2.4 The Distributor will use best endeavours to provide TVR with two (2) week's written notice should it not be available to complete the Services in any month during the Term and fully co-operate with TVR with any arrangements for alternate delivery.
- 2.5 TVR reserves the right to review the performance of the Services by the Distributor at any time including by way of spot checks of delivery in the Territory.
- 2.6 In the event that the Distributor is under 18 years of age they must have a parent or legal guardian sign these Terms

on their behalf and that person acknowledges that they will be responsible for assuming the Distributor's obligations to TVR under these Terms in the event of default by the Distributor.

- 2.7 The Distributor will at all times indemnify TVR in respect of any claim for injury, loss, damage or expense occasioned from any breach of these Terms by the Distributor or any act or omission of the Distributor in providing the Services.

3. REMUNERATION

- 3.1 In consideration of the Services being provided by the Distributor in accordance with these Terms, TVR will pay the Distributor the Fees in the amount, at the times and in the manner specified in Item 6 of the Schedule.

4. TERM & TERMINATION

- 4.1 These Terms will commence on the Commencement date and continue unless terminated under this Clause ('Term').
 - 4.2 TVR may terminate these Terms with immediate effect by giving notice to the Distributor if:
 - (a) the Distributor breaches any of its obligations under these Terms capable of remedy and fails to remedy the breach within seven (7) days of notice to do so; or
 - (b) the Distributor breaches any of its obligations under these Terms incapable of remedy; or
 - (c) more than three (3) complaints are received by TVR in relation to the Distributor's conduct of the Services.
 - 4.3 The Distributor may terminate its engagement by providing TVR with two (2) week's written notice, subject to the Distributor fully co-operating with TVR to properly conclude any matters arising from such termination.
 - 4.4 Termination of these Terms will not effect the accrued rights or remedies of either party.
 - 4.5 Upon termination, the Distributor will immediately deliver up to TVR all undelivered copies of the Publication and any other materials provided to the Distributor by TVR and will fully co-operate with TVR to properly conclude any matters arising from termination.
- ### 5. GENERAL
- 5.1 The Distributor may not assign or subcontract any of its rights or obligations under these Terms without prior written consent of TVR.
 - 5.2 Notice given under these Terms must be in writing, addresses to the address of the recipient specified in Item 7 of the Schedule and sent by post to that address and such notice will be deemed received three (3) days after the date of posting.
 - 5.3 These Terms are the entire agreement between the parties in relation to the Services and may only be varied in writing signed by both parties.
 - 5.4 These Terms shall be construed in accordance with an governed by the laws of the State of Western Australia.

The VALLEY Reporter

A fresh new approach with what's happening in Roleystone...

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trading as **The VALLEY Reporter** ABN: 25 121 579 862

SCHEDULE

ITEM 1 DISTRIBUTOR

Name:

Address:

Email:

Phone: Mobile:

Facsimile:

ITEM 2 COMMENCEMENT DATE

ITEM 3 SERVICES

1. Collection of Number:..... of the current issue of the Publication on Thursday morning in the third week of each month from TVR's premises located at 23 Wygonda Road Roleystone WA 6111 (access to front door through a cream, unlatched gate; Publications boxed with Distributor's name).

2. Secure delivery of Number:..... of the current issue of the Publication to letter boxes in the Territory from that Thursday to 5.00pm the following Sunday and return to TVR of any additional Publications not delivered upon collection of next issue.

3. Any other services agreed between the parties in writing from time to time as forming part of the Services to be provided by the Distributor under these Terms.

ITEM 4 PUBLICATION

The Valley Reporter

ITEM 5 TERRITORY

Suburb/Location:

ITEM 6 FEES

Amount of Homes..... x rate..... = \$

Rates: \$0.07 local and \$0.185 rural

Time of payment: before the 31st of each month.

Manner of payment: Electronic transfer into Distributor's nominated account.

ITEM 7 ADDRESS / EMAIL / PHONE / MOBILE / FACSIMILE FOR NOTICES	
TVR	DISTRIBUTOR
Att: Fiona Newland	Name:
<i>Kiwi Enterprises (WA) Pty Ltd as Trustee for the</i>	Address:
<i>Newland Family Trust t/as The VALLEY Reporter</i>
23 Wygonda Road
ROLEYSTONE WA 6111	Email:
Email: fngrafix@ozemail.com.au	Phone:
Mobile: 0400 428 119	Mobile:
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