

VELAMOUR PTY LTD
INDEPENDENT CREATIVE PROVIDER AGREEMENT

Terms & Conditions of Participation

Version: 1.1

Effective date: 21 October 2026

Company: Velamour Pty Ltd

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Governing law: Western Australia and applicable Commonwealth legislation

1. PURPOSE AND APPLICATION

1.1 Purpose

Velamour Pty Ltd ("Velamour", "we", "us" or "our") operates a creative booking, marketing and referral network supporting independent creative professionals across Western Australia.

The Velamour Creative Booking Service is designed to connect independent creative professionals with prospective clients seeking professional services across beauty, fashion, photography, commercial production, events and related creative industries.

This Independent Creative Provider Agreement ("Agreement") establishes the terms under which an independent creative professional ("Provider", "Creative" or "you") may participate in the Velamour network.

1.2 Participating Professionals

This Agreement applies to approved independent professionals including, but not limited to:

- Makeup artists.
- Hairstylists.
- Photographers.
- Videographers.
- Fashion and wardrobe stylists.
- Creative directors.
- Content creators.
- Set designers and production professionals.
- Other approved creative service providers.

1.3 Agreement Formation

This Agreement becomes effective when:

- a. The Provider submits the required application and supporting information;
- b. Velamour approves the Provider's participation; and

c. The Provider accepts this Agreement electronically or by signature.

Submission of an application alone does not guarantee acceptance.

1.4 Trial Program

The Velamour Creative Booking Service is initially operating as a trial program.

Velamour may review, develop, expand or discontinue the trial in accordance with this Agreement and applicable law.

Participation does not guarantee work, revenue, enquiries or a minimum number of bookings.

2. INDEPENDENT CONTRACTOR STATUS

2.1 Independent Business Relationship

The Provider participates as an independent business operator and not as an employee of Velamour.

The parties intend to establish an independent commercial relationship under which Velamour provides booking, marketing, referral and administrative services.

The Provider supplies the professional creative services directly to the client.

2.2 No Employment Entitlements

Subject to the proper legal characterisation of the relationship and applicable legislation, participation does not create an entitlement to employee benefits from Velamour, including paid annual leave, paid personal leave or employee redundancy benefits.

Nothing in this Agreement excludes statutory obligations that may apply irrespective of the parties' description of their relationship, including applicable superannuation, workers compensation or employment obligations.

2.3 Independent Business Operations

The Provider is responsible for operating and administering their own business, including:

- Business registration.
- Taxation and GST obligations.
- Business insurance.
- Professional equipment.
- Products and consumables.
- Business expenses.
- Relevant licences and qualifications.
- Professional development.
- Business records and accounting.
- Compliance with applicable legislation.

2.4 Freedom to Work Independently

Providers may operate their own businesses, maintain existing clients and accept work through other agencies, platforms or direct referrals.

Participation in Velamour is non-exclusive.

2.5 Booking Acceptance

Providers may nominate their preferred services, rates, working locations and availability.

Providers are free to accept or decline individual booking opportunities before confirming an engagement.

Once accepted, a booking becomes subject to its agreed terms.

2.6 No Partnership or General Agency

Nothing in this Agreement establishes a partnership, joint venture or general employment agency relationship between Velamour and the Provider.

The Provider appoints Velamour as a limited disclosed booking and payment collection agent in accordance with Section 3.

3. APPOINTMENT OF VELAMOUR AS BOOKING AGENT

3.1 Appointment

The Provider appoints Velamour as a non-exclusive disclosed agent for the limited purposes of:

- a. Promoting the Provider's professional services;
- b. Receiving and managing booking enquiries;
- c. Communicating service availability and pricing;
- d. Preparing and issuing booking quotations;
- e. Facilitating client booking confirmations;
- f. Collecting Velamour's booking commission;
- g. Collecting and distributing client payments where authorised;
- h. Coordinating reasonable booking administration and communication.

3.2 Service Contract

Unless expressly agreed otherwise in writing, the professional services contract is formed directly between the Provider and the client.

Velamour is not the principal supplier of the Provider's creative services merely because it facilitates the booking.

3.3 Limits of Authority

Velamour must not, without the Provider's agreement:

- Reduce the Provider's nominated service rate.
- Commit the Provider to an unaccepted booking.
- Materially alter the agreed scope of services.
- Transfer the Provider's intellectual property.
- Agree to additional services on the Provider's behalf.
- Impose undisclosed expenses on the Provider.

3.4 Provider Authority

The Provider authorises Velamour to communicate accepted booking terms to clients and to receive payments in accordance with the selected payment method.

3.5 No Guarantee

Velamour does not guarantee a particular volume of enquiries, confirmed bookings, income or commercial outcomes.

4. APPLICATION AND ONBOARDING REQUIREMENTS

4.1 Required Information

Before approval, the Provider must complete the Velamour application form and supply:

1. Full legal name and business or trading name.
2. Contact information and business address or service area.
3. Australian Business Number (ABN).
4. GST registration status.
5. Professional service categories.
6. Nominated service rates.
7. Preferred working locations and travel areas.
8. Availability and booking preferences.
9. Portfolio images and examples of previous work.
10. Appropriate creative and collaborator credits.
11. Insurance details and certificates of currency.
12. Relevant qualifications or professional certifications where required.
13. Payment and invoicing information.
14. Any additional information reasonably required for a particular service category.

4.2 Accuracy of Information

The Provider warrants that information submitted to Velamour is accurate, current and not misleading.

The Provider must notify Velamour promptly of material changes.

4.3 Application Assessment

Velamour may assess applications based on relevant experience, portfolio quality, professionalism, service suitability, business compliance and operational requirements.

Approval is at Velamour's reasonable commercial discretion, subject to applicable law.

4.4 Ongoing Verification

Velamour may request updated insurance documents, business details, portfolio material or other relevant compliance information.

Failure to provide required information may result in suspension from receiving new booking referrals.

5. PROVIDER SERVICE RATES

5.1 Independent Pricing

The Provider independently determines their professional service rates.

Velamour will not unilaterally reduce those rates.

5.2 Rate Schedule

The Provider must submit a current rate schedule for the services they wish to offer through Velamour.

Rates should identify:

- Service description.
- Service duration.
- Price.
- Minimum booking requirements, if any.
- Additional service options.
- Relevant inclusions and exclusions.
- GST registration status.

5.3 Rate Changes

The Provider may update their rates by notifying Velamour in writing.

Updated rates apply to future quotations after the change is acknowledged and implemented.

Existing confirmed bookings remain subject to their agreed pricing unless the client and Provider agree otherwise.

5.4 Price Representation

The Provider must not provide misleading pricing or misrepresent the inclusions, duration or quality of a service.

6. VELAMOUR BOOKING COMMISSION

6.1 Commission Rate

Velamour charges a booking commission equivalent to **30% of the Provider's nominated service rate, excluding GST.**

6.2 Commission Calculation

The commission is calculated exclusively on the Provider's professional service rate.

The following charges are excluded from the commission calculation:

- Travel.
- Parking.
- Tolls.
- Accommodation.
- Separately approved equipment hire.
- Other approved out-of-pocket expenses.

6.3 Commission Added to Provider Rate

The commission is added to the Provider's nominated service rate.

It is not deducted from the Provider's agreed service remuneration.

6.4 Commission Example

For a Provider service rate of \$200 excluding GST:

- Provider service rate: \$200.
- Velamour commission at 30%: \$60.
- Combined amount before additional expenses and GST: \$260.

Travel and other applicable charges are added separately.

GST is calculated last, on the components to which GST legally applies.

6.5 Commission Payment

Velamour's booking commission, plus applicable GST on that commission, is payable upfront by the client to confirm the booking.

6.6 No Joining or Membership Fees

There is no joining fee or ongoing membership fee during the initial trial program.

Any future membership fees or additional paid services must be separately disclosed and accepted before they apply.

7. TRAVEL AND ADDITIONAL EXPENSES

7.1 Travel Charges

Travel charges apply to bookings requiring the Provider to travel to a client's premises, venue or other agreed service location.

7.2 Travel Calculation

Travel charges will be calculated using Velamour's agreed travel-rate schedule, taking into account the relevant location, distance and travel requirements.

The applicable schedule will be provided to the Provider and disclosed to the client before confirmation.

7.3 Provider Travel Information

Providers must disclose:

- Their nominated travel starting location or service area.
- Maximum preferred travel distance.
- Areas they are willing to service.
- Any relevant travel restrictions.
- Additional travel requirements for regional or remote bookings.

7.4 Parking and Other Expenses

Parking, tolls, accommodation and other approved expenses may be charged separately.

These charges must be reasonably necessary, accurately represented and disclosed before the client confirms the booking wherever reasonably foreseeable.

7.5 Expense Allocation

Travel and approved expenses attributable to the Provider are payable to the Provider under the agreed booking arrangements.

7.6 Commission Exclusion

Velamour's 30% commission is not calculated on travel or separately approved expenses.

7.7 Additional Charges

Providers must not impose undisclosed additional charges on clients.

Material changes to expenses require client approval before they are incurred, except where otherwise lawfully agreed.

8. GOODS AND SERVICES TAX

8.1 GST Registration

The Provider must accurately declare whether their business is registered for GST.

The Provider must notify Velamour promptly of any change in GST registration status.

8.2 Velamour GST

Velamour is responsible for accounting for GST on its own taxable booking and agency services.

8.3 Provider GST

The Provider remains responsible for GST obligations arising from the Provider's own taxable supplies.

These obligations may include:

- GST registration.
- Issuing compliant tax invoices.
- Maintaining business records.
- Reporting GST.
- Remitting GST to the Australian Taxation Office.

8.4 GST Calculation

GST is calculated after the relevant service rates, Velamour commission and applicable expenses have been determined.

GST applies only to components that are taxable under Australian law.

8.5 Non-GST-Registered Providers

A Provider who is not registered or required to be registered for GST must not charge GST on their own services.

Velamour may still charge GST on its own taxable booking commission.

8.6 Agency Collection

Where Velamour collects funds on behalf of a Provider, the Provider remains responsible for GST attributable to their taxable supplies, subject to any applicable statutory agency arrangement.

8.7 Tax Invoices

Each party must maintain compliant records and issue tax invoices where legally required.

The parties do not intend to enter into a Division 153-B arrangement under the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) merely by accepting this Agreement.

Any such arrangement would require separate express written agreement.

9. BOOKING CONFIRMATION

9.1 Booking Enquiries

Velamour may present the Provider with enquiries matching their nominated services and availability.

9.2 Provider Acceptance

The Provider must accept an engagement before Velamour confirms the booking to the client.

9.3 Booking Details

The booking confirmation should identify:

- Client name or booking reference.
- Date and time.
- Service location.
- Services required.
- Agreed service rate.
- Velamour commission.
- Applicable travel and expenses.
- GST treatment.
- Payment method.
- Payment deadlines.
- Relevant service requirements.

9.4 Confirmation Payment

A booking is confirmed only when the Provider has accepted the engagement and Velamour has received its 30% booking commission plus applicable GST on that commission.

9.5 Provider Commitment

Once confirmed, the Provider must make reasonable arrangements to fulfil the booking as agreed.

9.6 Changes

Material changes to the date, time, location, scope or pricing require agreement between the affected parties.

10. PAYMENT METHODS

Velamour offers two approved payment methods.

The selected method must be recorded in the booking confirmation.

METHOD A — VELAMOUR COLLECTS THE FULL PAYMENT

10.1 Collection Authority

The Provider authorises Velamour to collect the full client payment as a disclosed payment collection agent.

10.2 Commission Allocation

Velamour retains its 30% booking commission and GST attributable to its own taxable commission.

10.3 Provider Entitlement

The Provider is entitled to their agreed service remuneration, approved travel charges, approved expenses and applicable GST attributable to their taxable supplies.

10.4 Payment Timing

The client pays the booking commission and applicable commission GST upfront.

The remaining client balance is payable according to the confirmed booking schedule, ordinarily two business days before the engagement unless otherwise agreed.

10.5 Provider Settlement

Velamour will remit the Provider's entitlement within **five business days following completion of the engagement**, provided the relevant client funds have cleared and there is no lawful basis for withholding or adjusting the payment.

If a payment issue arises, Velamour must notify the Provider promptly and provide an explanation.

10.6 Payment Records

Velamour will maintain records of:

- Client payments received.
- Velamour commission.
- GST attributable to Velamour.
- Provider service remuneration.
- Provider GST where applicable.
- Travel and approved expenses.
- Refunds and adjustments.
- Amounts remitted to the Provider.

10.7 Agency Funds

Amounts collected on behalf of the Provider must be recorded separately from Velamour's commission revenue.

Velamour must not treat the Provider's entitlement as its own earned commission.

10.8 Disputed Payments

Where a client disputes a payment, Velamour will notify the Provider and provide relevant information.

Any withholding, refund or adjustment must have a lawful contractual or statutory basis.

METHOD B — DIRECT PAYMENT TO THE PROVIDER

10.9 Commission Collection

Velamour collects its 30% booking commission plus applicable GST upfront.

10.10 Provider Invoicing

The Provider invoices the client directly for:

- Service fees.
- Travel charges.
- Approved expenses.
- Applicable GST.

10.11 Provider Collection

The Provider is responsible for collecting their invoice balance according to the agreed payment terms.

10.12 Payment Responsibility

Velamour does not guarantee payment of amounts owed directly by the client to the Provider.

Velamour may assist with reasonable booking-related communication but is not required to fund unpaid client invoices.

10.13 Payment Confirmation

The Provider must advise Velamour of material payment issues affecting the confirmed booking.

10.14 Changes to Payment Method

Any change between Method A and Method B must be agreed and recorded in writing before it takes effect.

11. PROVIDER INSURANCE REQUIREMENTS

11.1 Mandatory Insurance

All Providers must obtain, maintain and pay for insurance appropriate to their business activities.

11.2 Public Liability

Providers must hold public liability insurance with a minimum limit of **AUD \$10 million per occurrence**, unless Velamour approves another limit in writing based on the particular services and risks.

Higher limits may be required by particular venues or commercial clients.

11.3 Professional Indemnity

Providers must hold professional indemnity insurance where required by Velamour for their service category, a particular engagement or applicable law.

11.4 Equipment Insurance

Providers are responsible for insuring their own professional equipment and business property against relevant risks.

11.5 Motor Vehicle Insurance

Providers must maintain motor vehicle insurance appropriate to their vehicle use, including business use where required by the policy.

11.6 Workers Compensation

Providers must maintain workers compensation insurance where required by applicable law, including where they employ workers.

11.7 Certificates of Currency

Velamour may request certificates of currency before approving the Provider or allocating bookings.

11.8 Insurance Changes

Providers must notify Velamour promptly if required insurance expires, is cancelled, is materially restricted or ceases to provide appropriate coverage.

11.9 No Automatic Velamour Coverage

Providers are not automatically covered by Velamour's insurance policies.

Any specific insurance arrangement provided by Velamour must be confirmed in writing.

12. EQUIPMENT, PRODUCTS AND CONSUMABLES

12.1 Provider Responsibility

The Provider must supply, maintain and pay for all equipment, tools, products and consumables necessary to deliver their accepted services, unless otherwise agreed in writing.

12.2 Examples

These may include:

- Makeup products, brushes and sanitation supplies.
- Hairstyling tools, electrical appliances and products.
- Cameras, lenses, lighting and accessories.
- Memory cards, batteries and storage equipment.
- Computers, editing software and production tools.
- Styling kits and wardrobe accessories.
- Protective equipment.
- Transport and related business supplies.

12.3 Equipment Condition

Equipment must be safe, serviceable, clean and suitable for professional use.

12.4 Product Compliance

Products must comply with applicable Australian safety and consumer requirements.

12.5 Equipment Loss or Damage

The Provider bears the ordinary risks and costs of their own equipment, except to the extent loss or damage is legally attributable to another party.

12.6 Equipment Hire

Where specialist equipment is required beyond the agreed standard service, hire costs must be approved and documented before being charged to the client.

13. PROFESSIONAL SERVICE STANDARDS

13.1 Professional Performance

Providers must deliver accepted services with due care and skill, consistent with the agreed service description and applicable law.

13.2 Punctuality

Providers must arrive at the agreed time and allow reasonable preparation time.

13.3 Communication

Providers must communicate promptly about circumstances affecting their ability to fulfil a booking.

13.4 Presentation

Providers must maintain a professional standard of conduct, presentation and client interaction appropriate to their services.

13.5 Hygiene

Providers must follow appropriate hygiene and infection prevention procedures.

13.6 Safety

Providers must comply with applicable work health and safety obligations.

13.7 Confidentiality

Providers must respect client confidentiality and must not disclose private client information without authority or lawful justification.

13.8 Substitution

A Provider must not substitute another person to fulfil a confirmed booking without the client's and Velamour's prior agreement.

Any substitute must meet the applicable professional and insurance requirements.

14. CLIENT RELATIONSHIPS, BOOKING PROTECTION AND NON-CIRCUMVENTION

14.1 Velamour-Introduced Clients

Any client first introduced to a Provider through Velamour's booking platform, marketing activities, direct referrals, commercial partnerships or other business development activities will be classified as a **Velamour-Introduced Client**.

For the purposes of this Agreement, Velamour retains responsibility for managing the commercial booking relationship with Velamour-Introduced Clients.

14.2 Ongoing Client Relationship

Where a client is introduced through Velamour, that client remains within the Velamour-managed booking network for the duration of the Provider's participation and for 12 months following the Provider's last completed Velamour booking with that client.

During this period, the Provider must refer subsequent enquiries from that client for substantially similar professional services back to Velamour for booking administration.

This obligation applies only to clients genuinely introduced through Velamour and does not extend to the Provider's independently established client relationships.

14.3 Direct Client Enquiries

Where a Velamour-Introduced Client contacts the Provider directly regarding a new booking, the Provider must notify Velamour and refer the booking enquiry through the Velamour platform before confirming the engagement.

14.4 Booking Commission

For subsequent bookings that fall within the agreed protected client relationship and are facilitated through Velamour, the standard 30% booking commission will apply to the Provider's nominated service rate, excluding GST.

Travel and separately approved expenses remain excluded from the commission calculation.

14.5 Non-Circumvention

The Provider must not knowingly and deliberately circumvent Velamour's booking arrangements by:

- a. Redirecting an existing Velamour booking to a private arrangement for the purpose of avoiding an agreed commission;
- b. Concealing a confirmed Velamour-facilitated engagement;
- c. Misrepresenting the origin of a Velamour-Introduced Client;
- d. Encouraging a Velamour-Introduced Client to cancel an existing booking and rebook directly to avoid Velamour's commission.

14.6 Existing and Independently Acquired Clients

This provision does not apply to clients with whom the Provider had an independently established business relationship before Velamour's introduction, or clients independently acquired without reliance on Velamour's confidential information or booking activities.

14.7 Client Choice

Nothing in this Agreement restricts a client's legal right to select their preferred service provider.

The client relationship provisions establish obligations between Velamour and the Provider and do not create ownership rights over individual clients.

14.8 Reasonableness

The parties acknowledge that these provisions are intended to protect Velamour's legitimate investment in marketing, referrals, client acquisition and booking administration.

The provisions must be interpreted and enforced only to the extent permitted by applicable law.

15. MANDATORY VELAMOUR ATTRIBUTION, SOCIAL MEDIA AND PROMOTIONAL CONTENT

15.1 Mandatory Credit

Where a Provider publishes, posts, shares or otherwise publicly displays images or video content featuring work undertaken through a Velamour-facilitated booking, the Provider must clearly acknowledge Velamour as the booking or production facilitator.

This obligation applies to relevant content published through:

- Instagram posts, Reels and Stories.
- Facebook posts, Reels and Stories.
- TikTok.
- LinkedIn.
- YouTube and YouTube Shorts.
- Professional portfolio websites.
- Digital portfolios and other public promotional channels.

15.2 Required Attribution

The Provider must include an appropriate, clearly visible credit identifying Velamour.

The standard attribution is:

Booked through Velamour | @velamour

Where Velamour has separately undertaken production or creative direction, the attribution may instead identify that specific role, provided it is factually accurate.

The Provider must use Velamour's current official social media handle on platforms where tagging is supported.

15.3 Images and Video

The attribution obligation applies to all images and video content that the Provider chooses to publish from a Velamour-facilitated engagement, including:

- a. Finished professional photographs;
- b. Makeup and hairstyling portfolio images;
- c. Behind-the-scenes photographs;
- d. Behind-the-scenes video;
- e. Reels and short-form video content;

- f. Before-and-after transformations;
- g. Editorial and commercial production content;
- h. Promotional posts featuring the completed work.

15.4 Placement of Credits

For social media posts, Velamour must be credited in the caption or other clearly visible attribution area and tagged where the platform supports tagging.

For Stories, Velamour must be tagged or visibly identified within the Story.

For portfolio websites, the credit must appear alongside the relevant project or within its project credits.

A credit must not falsely suggest that Velamour created or owns material produced by another party.

15.5 Other Creative Credits

Velamour attribution does not replace the obligation to recognise photographers, hairstylists, makeup artists, designers, stylists, models or other relevant contributors.

The Provider must continue to respect copyright, moral rights and applicable contractual credit obligations.

15.6 Client Permission and Confidentiality

The Provider may only publish images or video where the necessary client permissions, intellectual property rights and other lawful authorisations exist.

Where publication is restricted by client confidentiality, an embargo, privacy requirements or another lawful contractual obligation, the Provider must comply with those restrictions.

The attribution requirement does not create permission to publish otherwise restricted material.

15.7 Failure to Credit

Where a Provider fails to provide the required Velamour attribution, Velamour may request correction within a reasonable period.

Repeated or deliberate failure to comply may constitute a breach of this Agreement and may result in suspension of future referrals or termination in accordance with Section 22.

15.8 Continuing Attribution

The attribution requirement applies to relevant content published during the Provider's participation and to subsequent publications of work completed through Velamour during that participation, subject to applicable law.

15.9 Velamour Marketing

Velamour intends to market its creative network through its website, social media, editorial content, newsletters, industry partnerships, direct business outreach, events and promotional campaigns, but does not guarantee a minimum level of exposure, enquiries or bookings for any individual Provider.

15.10 No Mandatory Unpaid Promotional Work

Participation does not automatically require Providers to undertake unpaid shoots, events, marketing campaigns or promotional services. Any such activity must be separately agreed.

16. PORTFOLIO AND INTELLECTUAL PROPERTY

16.1 Ownership

The Provider retains ownership of their existing intellectual property and portfolio material.

16.2 Portfolio Licence

The Provider grants Velamour a non-exclusive, royalty-free licence during participation to display approved portfolio material for the purpose of promoting the Provider and the Velamour booking network.

16.3 Rights and Permissions

The Provider warrants that they have the rights and permissions necessary to grant the agreed licence.

16.4 Client Deliverables

Ownership and licensing of work created for a client will be governed by the applicable client service agreement.

16.5 Commercial Usage

No transfer of copyright or exclusive commercial usage rights occurs merely because a booking is facilitated through Velamour.

16.6 Termination of Portfolio Licence

Following termination, Velamour will cease new promotional use of the Provider's portfolio material and remove it from controlled active promotional listings within a reasonable period, subject to lawful record retention and previously authorised uses.

16.7 Moral Rights

The parties must respect moral rights under the *Copyright Act 1968* (Cth).

17. CANCELLATIONS AND PROVIDER UNAVAILABILITY

17.1 Provider Cancellation

The Provider must notify Velamour immediately if they become unable to fulfil a confirmed engagement.

17.2 Genuine Emergencies

Illness, emergencies and other genuine unforeseen circumstances will be assessed reasonably, taking account of the circumstances and applicable contractual obligations.

17.3 Replacement Providers

Velamour may attempt to source a replacement Provider, subject to the client's approval.

17.4 Provider Cooperation

The original Provider must reasonably cooperate with necessary booking administration and the transfer of relevant information where lawful.

17.5 Client Cancellation

Client cancellations will be managed under the applicable client booking terms and Australian Consumer Law.

17.6 Provider Entitlement

Any cancellation payment owed to the Provider must be determined by the confirmed booking terms, work already performed, reasonable losses and applicable law.

17.7 Refunds

Refunds must be allocated according to the legal obligations of the relevant supplier and booking agent.

Velamour must not automatically deduct client refunds from unrelated Provider earnings.

17.8 No Automatic Penalties

No arbitrary or undisclosed financial penalty will be imposed on the Provider.

Any recoverable costs must have a valid contractual or legal basis.

18. CLIENT COMPLAINTS AND QUALITY MANAGEMENT

18.1 Complaint Reporting

Velamour may receive and coordinate complaints relating to bookings facilitated through its network.

18.2 Provider Cooperation

The Provider must cooperate reasonably with the investigation of legitimate complaints.

18.3 Supporting Information

The Provider may be requested to provide relevant communications, booking records, images or other appropriate evidence.

18.4 Response Opportunity

The Provider must be given a reasonable opportunity to respond to allegations before a final determination affecting their participation is made, except where immediate action is reasonably necessary for safety or legal compliance.

18.5 Consumer Guarantees

Providers must comply with applicable consumer guarantees under the Australian Consumer Law.

18.6 Corrective Action

Depending on the circumstances, corrective action may include:

- Communication with the client.
- Re-performance of services.
- An appropriate refund.
- Other legally required remedies.
- Additional professional review.
- Suspension from new referrals.

18.7 Responsibility

Responsibility for a complaint will be determined according to the actual contractual and statutory obligations of the relevant parties.

19. CONFIDENTIALITY AND PRIVACY

19.1 Confidential Information

Providers must protect confidential information obtained through Velamour, including:

- Non-public client information.
- Booking records.
- Private contact details.
- Commercial proposals.
- Internal business processes.
- Unpublished campaign material.
- Confidential production information.

19.2 Permitted Use

Confidential information may only be used for authorised purposes or where disclosure is required or permitted by law.

19.3 Privacy Compliance

Providers must comply with applicable privacy obligations and reasonable contractual privacy requirements.

19.4 Data Security

Providers must take reasonable measures to protect client and business information from unauthorised access, loss or disclosure.

19.5 Continuing Obligations

Confidentiality obligations continue after termination for as long as the information remains confidential, subject to applicable law.

20. HEALTH, SAFETY AND LEGAL COMPLIANCE

20.1 Applicable Legislation

Providers must comply with laws relevant to their services, including where applicable:

- *Australian Consumer Law*, Schedule 2 to the *Competition and Consumer Act 2010* (Cth).
- *Work Health and Safety Act 2020* (WA).
- *Equal Opportunity Act 1984* (WA).
- *Copyright Act 1968* (Cth).
- *A New Tax System (Goods and Services Tax) Act 1999* (Cth).
- Applicable privacy and taxation legislation.

20.2 Safe Work Practices

Providers must identify and manage reasonably foreseeable risks associated with their professional services.

20.3 Electrical Equipment

Electrical equipment must be safe and maintained in accordance with applicable requirements.

20.4 Working with Children

Where relevant, Providers must obtain and maintain any Working with Children Check required by Western Australian law.

20.5 Venue Requirements

Providers must comply with lawful venue requirements relevant to an accepted engagement.

20.6 Incident Reporting

Serious incidents, injuries or safety concerns connected with a Velamour booking must be reported promptly to Velamour and relevant authorities where legally required.

21. LIABILITY AND INDEMNITY

21.1 Provider Responsibilities

The Provider remains responsible for their own contractual obligations, professional conduct, equipment and compliance with applicable law.

21.2 Velamour Responsibilities

Velamour remains responsible for its own booking, referral, administrative and agency obligations.

21.3 Provider Indemnity

To the extent permitted by law, the Provider indemnifies Velamour against reasonable losses, liabilities and claims arising directly from the Provider's negligence, unlawful conduct or material breach of this Agreement, except to the extent caused or contributed to by Velamour.

21.4 Velamour Indemnity

To the extent permitted by law, Velamour indemnifies the Provider against reasonable losses, liabilities and claims arising directly from Velamour's negligence, unlawful conduct or material breach of this Agreement, except to the extent caused or contributed to by the Provider.

21.5 Statutory Rights

Nothing excludes, restricts or modifies rights or liabilities that cannot lawfully be excluded.

21.6 Insurance

Each party is responsible for maintaining insurance appropriate to its own operations and risks.

22. SUSPENSION AND TERMINATION

22.1 Voluntary Termination

Either party may terminate ongoing participation by giving **14 days' written notice**.

22.2 Immediate Suspension

Velamour may immediately suspend new booking referrals where reasonably necessary due to:

- Serious safety concerns.
- Expired mandatory insurance.
- Suspected fraud.
- Serious professional misconduct.
- Material privacy or confidentiality breaches.
- Significant legal compliance concerns.

22.3 Termination for Material Breach

A party may terminate this Agreement for a material breach that remains unremedied for seven days after written notice, where the breach is capable of remedy.

Immediate termination may be appropriate for serious or irremediable breaches.

22.4 Existing Bookings

Termination does not automatically cancel existing confirmed client engagements.

The parties must cooperate reasonably to fulfil, transfer, reschedule or lawfully cancel outstanding bookings.

22.5 Outstanding Payments

Velamour must account for outstanding Provider entitlements and pay amounts properly due under the agreed payment terms.

22.6 Removal of Listings

Following termination, Velamour may remove the Provider from its active booking listings.

22.7 Surviving Obligations

Accrued payment obligations, confidentiality, intellectual property, the applicable client relationship protection period under Section 14, continuing attribution under Section 15, dispute resolution and other provisions intended to survive termination will continue as applicable.

23. DISPUTE RESOLUTION

23.1 Initial Resolution

The parties agree to attempt to resolve disputes through reasonable, good-faith communication.

23.2 Written Notice

A party raising a dispute should provide written details and supporting information.

23.3 Response

The receiving party should acknowledge the dispute within five business days and make reasonable efforts to resolve it.

23.4 Mediation

Where appropriate, the parties may agree to independent mediation.

23.5 Legal Rights

Nothing prevents either party from seeking urgent relief, enforcing statutory rights or commencing proceedings where legally permitted.

24. CHANGES TO THIS AGREEMENT

24.1 Amendments

Velamour may propose changes to this Agreement by written notice.

24.2 Material Changes

Material changes affecting commission, payment entitlements, liability or other substantive rights require the Provider's express agreement before taking effect.

24.3 Existing Bookings

Changes will not retrospectively alter confirmed bookings without the necessary agreement or legal authority.

25. GOVERNING LAW

This Agreement is governed by the laws of Western Australia and applicable Commonwealth legislation.

The parties submit to the jurisdiction of courts and tribunals competent to hear disputes arising under this Agreement, subject to mandatory statutory jurisdiction requirements.

26. GENERAL PROVISIONS

26.1 Entire Agreement

This Agreement, together with agreed provider schedules and applicable booking confirmations, records the terms governing participation in the Velamour Creative Booking Service.

26.2 Severability

An invalid or unenforceable provision may be severed to the extent necessary without invalidating the remaining provisions where legally permissible.

26.3 Waiver

A failure to enforce a contractual right does not automatically constitute a waiver of that right.

26.4 Assignment

Neither party may transfer material rights or obligations under this Agreement without the other party's written consent, except where permitted by law.

26.5 Notices

Formal notices may be sent electronically to the contact details nominated by the parties.

26.6 Electronic Acceptance

The parties agree that this Agreement may be accepted electronically where legally permitted.

SCHEDULE A — PROVIDER REGISTRATION

Legal name: _____

Business/trading name: _____

ABN: _____

GST registered: Yes / No

Email: _____

Telephone: _____

Business location/service area: _____

Primary services: _____

Preferred booking locations: _____

Travel preferences: _____

Portfolio link: _____

Public liability insurer: _____

Policy number: _____

Coverage amount: _____

Expiry date: _____

Other applicable insurance: _____

SCHEDULE B — SERVICE RATES

The Provider must submit an approved service-rate schedule identifying the professional services available through Velamour.

Rates must specify whether GST applies.

The Provider acknowledges that Velamour's booking commission is calculated at 30% of the nominated service rate before GST, excluding travel and separately approved expenses.

Changes to rates apply prospectively in accordance with this Agreement.

SCHEDULE C — PAYMENT ARRANGEMENTS

The Provider may participate using either approved payment method, subject to the requirements of the relevant booking.

Method A — Velamour Collection

Velamour collects the client's payments as disclosed collection agent and remits the Provider's entitlement under the agreed settlement terms.

Method B — Direct Provider Payment

Velamour collects its booking commission and applicable GST, while the Provider invoices and collects the remaining service charges directly.

Preferred method: _____

The payment method for each booking will be confirmed in writing.

SCHEDULE D — PROVIDER DECLARATION

By signing or electronically accepting this Agreement, I confirm that:

- ☐ I am authorised to enter into this Agreement.
- ☐ I operate, or am lawfully establishing, an independent creative business.
- ☐ The information provided in my application is accurate.
- ☐ I understand that joining Velamour does not guarantee bookings or income.
- ☐ I understand that there is no joining or ongoing membership fee during the initial trial.
- ☐ I understand that Velamour adds a 30% booking commission to my nominated service rate.
- ☐ I understand that travel and approved expenses are calculated separately.
- ☐ I understand the two available payment methods.
- ☐ I accept responsibility for my own applicable taxation and GST obligations.
- ☐ I agree to supply and maintain my own professional equipment, products and consumables.
- ☐ I agree to maintain the insurance required under this Agreement.
- ☐ I agree to provide accurate portfolio material and appropriate creative credits.
- ☐ I agree to maintain professional conduct and comply with applicable law.
- ☐ I agree to protect client information and respect intellectual property rights.
- ☐ I understand that I may operate my own business and accept work outside Velamour.
- ☐ I will clearly credit and tag Velamour whenever I publicly share authorised photographs or videos of work completed through a Velamour-facilitated booking.
- ☐ I understand that Velamour must be identified as the booking facilitator and that credits must accurately reflect the roles performed.
- ☐ I will respect the copyright, moral rights and attribution requirements of all other contributors.
- ☐ I understand that clients genuinely introduced through Velamour remain within the Velamour-managed booking network for the agreed protection period.
- ☐ I will refer applicable repeat booking enquiries from Velamour-Introduced Clients back through Velamour.
- ☐ I will not deliberately circumvent an existing Velamour booking to avoid the agreed booking commission.
- ☐ I understand that my independently established clients remain my own business relationships.
- ☐ I understand that these obligations are subject to applicable Australian law.
- ☐ I have read and accept this Independent Creative Provider Agreement.

Provider name: _____

Signature: _____

VELAMOUR

PERTH,
WESTERN AUSTRALIA

ADMIN@VELAMOUR.COM.AU
WWW.VELAMOUR.COM.AU
0414 398 616

Date: _____

For Velamour Pty Ltd

Authorised representative: _____

Signature: _____

Date: _____

VELAMOUR PTY LTD

ACN 686 631 747

www.velamour.com.au

admin@velamour.com.au

Independent Creative Provider Agreement — Version 1.1, 21 October 2026